

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL COAST REGION**

In the Matter of:	)	
	)	<b>[PROPOSED] Order No. R3-2015-0001</b>
<b>California Department of Corrections</b>	)	
<b>and Rehabilitation</b>	)	<b>Settlement Agreement and</b>
<b>California Men's Colony for</b>	)	<b>Stipulation for Entry of</b>
<b>Administrative Civil Liability</b>	)	<b>Administrative Civil Liability</b>
<b>San Luis Obispo County</b>	)	<b>Order</b>
	)	

**I. INTRODUCTION**

This Settlement Agreement and Stipulation for entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Coast Region (Central Coast Water Board) on behalf of the Central Coast Water Board Prosecution Team (Prosecution Team), the California Department of Corrections and Rehabilitation (Discharger) (collectively known as the Parties) and is presented to the Central Coast Water Board, or its delegate, for adoption as an order by settlement, pursuant to Government Code section 11415.60.

**II. RECITALS**

1. The Discharger owns and operates the California Men's Colony, a correctional institution, north of San Luis Obispo on Highway 1, in San Luis Obispo County. These facilities include a trunk sewer line and a domestic waste water treatment plant (WWTP) located on the grounds of Camp San Luis Obispo, a California Army National Guard training site. In addition to conveying and treating domestic wastewater from the East and West Facilities of the California Men's Colony, the trunk sewer and WWTP provide wastewater conveyance and treatment for Camp San Luis Obispo, Cuesta College, and several County facilities (including the Education Center, El Chorro Regional Park, and Dairy Creek Golf Course).
2. On July 7, 2006, the Central Coast Water Board adopted Order No. R3-2006-0032, which became effective on August 26, 2006, and expired on January 24, 2013. Order No. R3-2006-0032 served as the Discharger's National Pollutant Discharge Elimination System (NPDES) Permit number CA0047856. On December 6, 2012, the Central Coast Water Board adopted Order No. R3-2012-0027, which became effective on January 25, 2013. Order No. R3-2012-0027 serves as the Discharger's NPDES Permit number CA0047856. The orders prescribe waste discharge requirements to the Discharger for the discharge of treated domestic wastewater effluent from the California Men's Colony WWTP to Chorro Creek, a navigable water of the United States.
3. The Table of Violations contained in Exhibit A, incorporated herein by reference, identifies and alleges 164 violations of the Discharger's NPDES permits from January 8, 2013 through January 31, 2015. These alleged violations are specifically identified as being subject to mandatory minimum penalties pursuant to California Water Code (Water Code) section 13385, subdivisions (h) and (i). The Table of Violations describes the mandatory minimum penalty amount for these violations as \$492,000.

4. The Parties have engaged in discussions concerning these allegations and agree to settle the matter without administrative action or civil litigation by presenting this Stipulated Order to the Central Coast Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills its requirement to impose mandatory minimum penalties under the Water Code. Therefore, no further action by the Central Coast Water Board is warranted concerning these specific alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.
5. California Water Code section 13385(l)(1) provides that in lieu of assessing penalties pursuant to subdivision 13385(h) or (i), the Central Coast Water Board, with the concurrence of the Discharger, may direct a portion of the penalty amount to be expended on one or more supplemental environmental projects (SEPs) in accordance with the State Water Resources Control Board (State Water Board) *Water Quality Enforcement Policy* (Enforcement Policy). If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to a SEP may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
6. To resolve by consent and without further administrative proceedings, the Parties have agreed to the imposition of \$492,000 against the Discharger for alleged violations of the Water Code as set forth in Exhibit A. The Discharger shall apply \$253,500 of the settlement amount towards two supplemental environmental projects (SEPs). The Discharger will pay the remaining \$238,500 to the State Water Board Cleanup and Abatement Account.
  - a. Study SEP: The first SEP will fund a study that evaluates the potential regionalization of the California Men's Colony Wastewater Treatment Plant by enhancing the facility's treatment capacity and expanding the areas served to include the communities of Morro Bay and Cayucos Sanitary District. The SEP, which was developed in consultation with the Prosecution Team, is described in the Scope of Work entitled *Capacity Evaluation of the California Men's Colony Wastewater Treatment Plant* attached hereto as Exhibit B and the *Capacity Evaluation Fee Estimate for the CMC Wastewater Treatment Plant* as Exhibit C, incorporated herein by reference, and satisfies the provisions of the State Water Board's *Water Quality Control Policy on Supplemental Environmental Projects* (SEP Policy). The total amount for the Study SEP is \$87,361.13, which is significantly less than the amount of penalties accrued for violations prior to the date the Study SEP started accruing costs, December 19, 2014.
  - b. CCAMP- GAP SEP: The second SEP will fund the Central Coast Ambient Monitoring Program - Groundwater Assessment and Protection (CCAMP-GAP) project. CCAMP-GAP is a pre-existing project administered by the non-profit Bay Foundation of Morro Bay that includes among its primary goals identifying groundwater pollution issues facing disadvantaged communities, providing the general public with information about the safety of their drinking water, and helping to identify and implement replacement drinking water solutions for disadvantaged communities. The State Water Board Office of Enforcement has approved CCAMP-GAP as a SEP that satisfies the provisions of the SEP Policy. The remaining \$166,138.87 of the SEP amount is allocated to the CCAMP-GAP SEP.
7. California Water Code section 13385(h)(1) requires the Central Coast Water Board to assess a mandatory penalty of three thousand dollars (\$3,000) for each serious violation.

8. California Water Code section 13385(h)(2) provides a serious violation occurs if the discharge exceeds the effluent limitations for a Group I pollutant by 40 percent or more, or for a Group II pollutant by 20 percent or more, as specified in Appendix A to section 123.45 of Title 40 of the Code of Federal Regulations.
9. California Water Code section 13385(i) requires the Central Coast Water Board to assess a mandatory penalty of three thousand dollars (\$3,000) for each non-serious violation, not counting the first three violations, if a discharger violates a waste discharge requirement effluent limitation four or more times in any period of six consecutive months. A non-serious violation occurs when effluent contains a pollutant at a concentration that is more than the effluent limitation but less than the amount defining a serious violation.

### **III. STIPULATIONS**

The Parties stipulate to the following, and recommend that the Central Coast Water Board, or its delegate, issue this Stipulated Order to effectuate the settlement:

1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability totaling **four hundred ninety-two thousand dollars (\$492,000)** as set forth in Paragraph 6, Section II. Further, the Discharger agrees that \$253,500 of this administrative civil liability shall be suspended pending completion of two SEPs as set forth in Paragraph 6 of Section II and in Section III herein.
2. **CAA Payment and Costs:** Not more than 30 days after the Central Coast Water Board executes this Stipulated Order, or as indicated in the transmittal letter for the executed Stipulated Order, the **Discharger shall pay \$238,500** by check made payable to the *State Water Board Cleanup and Abatement Account*. The Discharger shall indicate on the check the number of this Stipulated Order and send it to the State Water Resources Control Board, Accounting Offices, Attn: ACL Payment, P.O. Box 1888, Sacramento, CA 95812-1888, and shall send a copy of the check to Thea Tryon, Enforcement Coordinator, Central Coast Water Board, 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401.
3. **Description of California Men's Colony (CMC) WWTP Regionalization Study (Study) SEP:** The communities served by the City of Morro Bay and the Cayucos Sanitary District have interest in enhancing the California Men's Colony WWTP capacity to expand the areas served by the WWTP to include their communities. The goal of the Study SEP is to reassess the capacity of each process component of the Discharger's WWTP, and determine the upgrades necessary to provide adequate capacity for the parties interested in a regional WWTP. The Study SEP includes analyses of existing capacity, improvements needed to provide sufficient capacity; planning for new facilities and costs; and feasibility of cost of the proposed pipelines and pump station(s) necessary to convey raw waste water from the existing Morro Bay/Cayucos Sanitary District site to California Men's Colony. In early 2014, the Parties consented to expediting the WWTP regionalization study's initiation by allowing the City of Morro Bay to temporarily fund the study, with the option for the Discharger to subsequently pay the City back for the study in the form of a SEP once the settlement terms could be finalized in a Central Coast Water Board stipulated order. The City of Morro Bay submitted the Final Technical Memorandum as described in the Study SEP on December 19, 2014 with the completion of all the Scope of Work actions per Exhibit B. Because all other Study SEP actions are complete as of the issuance of this Stipulated Order, the Discharger's only remaining Study SEP responsibility is to reimburse the City of Morro Bay \$87,361.13 for the cost of the Study SEP. A more complete

description of the Study SEP is contained in the Exhibit B Scope of Work entitled *Capacity Evaluation of the California Men's Colony Wastewater Treatment Plant*, and Exhibit C, *Capacity Evaluation Fee Estimate for the CMC Wastewater Treatment Plant*. On April 17, 2015, the City reported that it completed the Study SEP for \$87,361.13, less than the \$101,945 cost estimated in Exhibit C.

4. **CMC WWTP Regionalization Study SEP Payment and Costs:** Not more than 30 days after the Central Coast Water Board or its delegate executes this Stipulated Order, the **Discharger shall pay \$87,361.13** by check made payable to the *City of Morro Bay*. The Discharger shall indicate on the check the number of this Stipulated Order and send it to the City of Morro Bay, Attn: Rob Livick, PE/PLS Public Services Director/City Engineer, 595 Harbor Street, Morro Bay, CA 93442, and shall send a copy of the check to Thea Tryon, Enforcement Coordinator, Central Coast Water Board, 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401.
5. **City of Morro Bay Representations:** The City of Morro Bay is an independent third party with whom the Discharger has contracted or otherwise engaged to implement the Study SEP, and is therefore considered the Implementing Party. As material consideration for the Central Coast Water Board's acceptance of this Stipulated Order, the City of Morro Bay represents that it will only utilize the funds provided to it by the Discharger as reimbursement for the City's \$87,361.13 cost to implement the Study SEP in accordance with the description and time schedule set forth in Paragraph 3, Section III, and Exhibit B. The City of Morro Bay agrees that the Central Coast Water Board has the right to require an audit of the funds spent to implement the Study SEP. The City of Morro Bay agrees to submit to the jurisdiction of the Central Coast Water Board to enforce the terms of this Stipulated Order and the implementation of the SEP.
6. **Description of Central Coast Ambient Water Monitoring/Groundwater Assessment & Protection (CCAMP-GAP) SEP:** CCAMP-GAP is a regionally scaled water quality monitoring and assessment program. The purpose of the program is to protect, restore, and enhance the quality of the waters of central California by providing scientific information to the public and local water agencies and water purveyors. CCAMP-GAP consists of both surface water and groundwater components (latter known as the Groundwater Assessment and Protection, or GAP program), and has built a significant data resource over the years to characterize the Central Coast Region's waters. The groundwater program, also known as CCAMP- GAP, will develop and implement a regional groundwater assessment and protection program. The program will start with two projects: 1) technical assistance to local agencies to help build the groundwater database infrastructure of CCAMP-GAP and 2) a regional outreach and sampling program for domestic well owners to address the severe health threat from nitrate pollution in domestic wells. In addition, these funds may be available for compliance assistance with the groundwater sampling requirements of the Central Coast Water Board's Irrigated Agriculture Order. CCAMP-GAP will also implement other groundwater-related special projects with the purpose of evaluating, restoring, or protecting the beneficial uses of groundwater or protecting public health. CCAMP monitoring and data handling adhere to rigorous requirements for field methods, analytical methodologies, data documentation, quality assurance, and data reporting.

Among the primary goals of CCAMP-GAP are to identify groundwater pollution issues facing disadvantaged communities and to provide the general public with information about the safety of their drinking water. In some cases CCAMP-GAP funds may be used to help identify and implement replacement drinking water solutions for disadvantaged communities. CCAMP-GAP is an established, on-going, region-wide project managed and administered by the non-profit Bay Foundation of Morro Bay. Funds derived from suspended liability related to the alleged

violations are appropriate for this SEP because the project is implemented throughout the region and is related to waters associated with the Discharger's waste discharge. The State Water Board Office of Enforcement has approved CCAMP-GAP as an appropriate SEP. The Central Coast Water Board has established CCAMP-GAP as a top priority for SEP funding. No SEP funds are directed to the Central Coast Water Board

The CCAMP-GAP project contains success criteria and requirements for monitoring to track its long-term success. The CCAMP-GAP project currently contains these elements, attached hereto as copies of *Conceptual Project Proposal and Fiscal Year 2012-2013 Work Plan For Central Coast Ambient Monitoring Program (CCAMP) Groundwater Assessment and Protection (GAP)* (Exhibit D), *Guadalupe Oil Field Settlement CCAMP Endowment 2008 Grant Agreement* (Exhibit E) and the currently applicable performance measures for the CCAMP-GAP project (Exhibit F).

7. **CCAMP-GAP SEP Payment and Costs:** Not more than 30 days after the Central Coast Water Board or its delegate executes this Stipulated Order, or as indicated in the transmittal letter for the executed Stipulated Order, the **Discharger shall pay \$166,138.87** by check made payable to the *Bay Foundation of Morro Bay*. The Discharger shall indicate on the check the number of this Stipulated Order and send it to the Bay Foundation of Morro Bay, Attention: Adrienne Harris, 601 Embarcadero, Suite 11, Morro Bay, CA 93442, and shall send a copy of the check to Thea Tryon, Enforcement Coordinator, Central Coast Water Board, 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401.
8. **Discharger Representations:** The suspended portion of the administrative liability, or \$253,500, shall be put toward the Study SEP described herein and in Exhibits B and C, and the CCAMP-GAP SEP described herein and in Exhibits D, E, and F, each approved by the Central Coast Water Board. In accordance with the Enforcement Policy, SEP funds are considered a suspended liability until the SEPs have been fully implemented. The Discharger represents that (1) it will fund the SEPs in the amount described in this Stipulated Order, and (2) it will remain liable for the SEP suspended liabilities until the SEPs are completed and accepted by the Central Coast Water Board in accordance with the terms of this Stipulated Order. The Discharger agrees that the Central Coast Water Board has the right to require an audit of the funds spent to implement the SEPs.
9. **Certification of Expenditures:** On or before 30 days after the Central Coast Water Board or its delegate executes this Stipulated Order, Discharger shall submit a certified statement by responsible corporate officials representing the Discharger and the City of Morro Bay documenting the expenditures by Discharger and the City during the completion period for the Study SEP. The expenditures may be external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. Discharger shall provide any additional information requested by the Central Coast Water Board staff that is reasonably necessary to verify Discharger's SEP expenditures.
10. **Certification of Performance of Work:** On or before 30 days after the Central Coast Water Board or its delegate executes this Stipulated Order, or as indicated in the transmittal letter for the executed Stipulated Order, the Discharger or the City of Morro Bay shall submit a report, submitted under penalty of perjury, stating that the Study SEP has been completed in accordance with the terms of this Stipulated Order, and a copy of the check to the Bay Foundation of Morro Bay for the CCAMP-GAP SEP. Such documentation may include

photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Coast Water Board to evaluate the completion of the SEP and the costs incurred by the Discharger. The Central Coast Water Board hereby acknowledges receipt of the Study SEP Final Technical Memorandum on December 19, 2014.

11. **Central Coast Water Board Acceptance of Completed SEPs:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order and the completion of the SEPs and any audit requested by the Central Coast Water Board, Central Coast Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its SEP obligations. This letter shall terminate any further SEP obligations of the Discharger and result in the permanent waiver of each SEP suspended liability.
12. **Failure to Expend all SEP Suspended Liability Funds on the Approved SEPs:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of Central Coast Water Board staff that the Discharger has spent the entire SEP suspended liability to complete the components of the SEPs for which the Discharger is responsible, the Discharger shall pay to the State Water Board Cleanup and Abatement Account as an administrative civil liability the difference between each SEP suspended liability and the amount Discharger can demonstrate was actually spent on each SEP. The Discharger shall pay this remainder within 30 days of its receipt of notice of the Central Coast Water Board's determination that the Discharger has failed to demonstrate that it spent the entire SEP suspended liability to complete each SEP. It is the Discharger's responsibility to pay the suspended amount(s) when due and payable, regardless of any agreements between the Discharger and any third party contracted to implement or perform each SEP.

In the case of the CCAMP-GAP SEP, expenditure of SEP funds are already subject to Central Coast Water Board staff approval prior to being spent, and the Bay Foundation of Morro Bay regularly reports project actions, income, and expenditures directly to the Central Coast Water Board. Administrative Civil Liability is permanently suspended upon being spent towards the CCAMP-GAP SEP by the Bay Foundation of Morro Bay. If the Central Coast Water Board or its delegate determines that the Bay Foundation of Morro Bay is unable to spend any portion of the suspended liability towards the CCAMP-GAP SEP, then Central Coast Water Board staff will direct the Bay Foundation of Morro Bay to pay that amount on behalf of the Discharger to the Cleanup and Abatement Account to permanently suspend the remaining liability.

13. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.
14. **Party Contacts for Communications related to Stipulated Order:**

For the Central Coast Water Board:

Thea Tryon  
Central Coast Regional Water Quality Control Board  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401  
[Thea.tryon@waterboards.ca.gov](mailto:Thea.tryon@waterboards.ca.gov)  
(805) 542-4776

Laura Drabandt, Staff Counsel III  
Office of Enforcement  
State Water Resources Control Board  
P.O. Box 1001  
Sacramento, CA 95812  
[Laura.drabandt@waterboards.ca.gov](mailto:Laura.drabandt@waterboards.ca.gov)  
(916) 341-5180

For the Discharger:

Elvin Valenzuela, Warden  
California Department of Corrections and Rehabilitation  
California Men's Colony  
PO Box 8101  
San Luis Obispo, CA 93409-8101  
c/o Kathryn McQuaid: [kathryn.mcquaid@cdcr.ca.gov](mailto:kathryn.mcquaid@cdcr.ca.gov)  
(805) 547-7927

For the City of Morro Bay:

Rob Livick, PE/PLS  
Public Services Director/City Engineer  
City of Morro Bay  
595 Harbor Street  
Morro Bay, CA 93442  
[RLivick@morro-bay.ca.us](mailto:RLivick@morro-bay.ca.us)  
(805) 772-6261

15. **Jurisdiction:** The Central Coast Water Board has subject matter jurisdiction over the matters alleged herein and personal jurisdiction over the Parties to this Stipulation.
16. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
17. **Matters Addressed by this Stipulation:** Upon the Central Coast Water Board's, or its delegate's, adoption of this Stipulated Order incorporating the terms set forth herein, this Stipulated Order represents a final and binding resolution and settlement of the violations alleged in Exhibit A pursuant to California Water Code section 13385. The provisions of this Paragraph are expressly conditioned on the Discharger's full payment of the administrative civil liability and full completion of the SEP obligations by the due dates specified herein or full payment of the associated suspended liability.
18. **Publicity:** Should the Discharger or its agents or subcontractors publicize one or more elements of the SEPs, they shall state **in a prominent manner** that the project is being funded as part of the settlement of an enforcement action by the Central Coast Water Board against the Discharger.
19. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Coast Water Board, or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Coast Water Board,

or its delegate, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Coast Water Board, or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

20. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Central Coast Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, is lawful and adequate. In the event procedural objections are raised prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
21. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Coast Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Team or Central Coast Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.
22. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
23. **Extension of the SEP Implementation Schedule Milestone Due Dates:** If, given written justification from the Discharger, the Central Coast Water Board Assistant Executive Officer determines that a delay in a SEP implementation schedule is beyond the reasonable control of the Discharger, then the Assistant Executive Officer may revise the implementation schedule as appropriate. The Central Coast Water Board representative designated in the transmittal letter for the executed Stipulated Order must receive written justification from the Discharger two weeks before the specific milestone due date occurs. The Discharger must provide the justification initially by electronic submittal of a letter that is properly signed by authorized personnel and in pdf format describing the circumstances causing the delay and stating when each affected milestone task of the SEP will be completed. If any extension of the implementation schedule is granted, the Assistant Executive Officer shall provide the Discharger a new implementation schedule in writing or by email, which shall include the revised dates by which the affected SEP milestone tasks will be completed.
24. **Failure to Request and Obtain Extension to SEP Implementation Schedule Milestone Due Dates:** The Central Coast Water Board and the State Water Resources Control Board Division of Administrative Services (DAS) track the Discharger's compliance with the Order using the California Integrated Water Quality System (CIWQS) database. If the Discharger fails to request and obtain a desired extension to a SEP implementation schedule milestone due date, DAS will subsequently issue an invoice to the Discharger requiring payment of the full amount of suspended liability associated with the SEP.
25. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Central Coast Water Board Executive Officer, except as provided in Paragraph 23, *Extension of the SEP Implementation Schedule Due Dates*.



26. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Coast Water Board or its delegate, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Central Coast Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Central Coast Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Central Coast Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Notice of Violation in this matter; or
  - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
27. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives its right to petition the Central Coast Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court. This explicit waiver of rights includes potential future decisions by the Central Coast Water Board or its delegate related to this Order, including, but not limited to time extensions, completion of SEP milestones, and other terms contained in this Order.
28. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any state agency or the State of California, their officers, board members, employees, representatives, agents, or attorneys arising out of or relating to any violation alleged herein or any matter expressly addressed by this Stipulated Order.
29. **Central Coast Water Board is Not Liable:** Neither the Central Coast Water Board members nor the Central Coast Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order or associated SEPs, nor shall the Central Coast Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
30. **Necessity for Written Approvals:** All approvals and decisions of the Central Coast Water Board or its Executive Officer under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Central Coast Water Board regarding submissions or notices shall be construed to relieve the Discharger of their obligation to obtain any final written approval required by this Order.

31. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
32. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
33. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
34. **Counterpart Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by electronic signature.
35. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Coast Water Board, or its delegate, enters the Order.

**IT IS SO STIPULATED.**

Central Coast Water Board Prosecution Team

By: \_\_\_\_\_  
Michael J. Thomas  
Assistant Executive Officer

Date: \_\_\_\_\_

California Department of Corrections and Rehabilitation

By: \_\_\_\_\_  
Elvin Valenzuela  
Warden, California Men's Colony

Date: \_\_\_\_\_

City of Morro Bay

By: \_\_\_\_\_  
Rob Livick  
Public Services Director/City Engineer

Date: \_\_\_\_\_

**Order of the Central Coast Water Board**

1. The Central Coast Water Board incorporates Stipulations 1 through 35 by this reference as if set forth fully herein.
2. The CCAMP-GAP and Study SEPs are consistent with the State Water Resources Control Board's Policy on Supplement Environmental Projects because (1) their scope and parameters are defined at this time; (2) the account to which the CCAMP-SEP funds will be deposited has been approved by the State Board and the Department of Finance (not applicable to the Study SEP); (3) CCAMP-GAP contains success criteria and requirements for monitoring to track its long-term success (the Study SEP was successfully completed); (4) there is a nexus between the SEPs and the nature of the violations alleged in the

attached Exhibit A, as well as a geographic nexus between the SEPs and the location of the violations; and (5) the SEPs have a sufficiently definite scope of work and budget, and CCAMP-GAP has periodic reporting requirements, milestones for implementation and performance standards, all as detailed in Exhibits B, C, D, E, and F, attached hereto.

3. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Central Coast Water Board and as such is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, title 14, sections 15061(b)(3), 15306, 15307, 15308, and 15321. This Order generally requires the Discharger to pay for a study by the City of Morro Bay and groundwater assessment monitoring by the Bay Foundation of Morro Bay. Mere information collection is exempt from CEQA as submittal will not cause a direct or indirect physical change in the environment and/or is an activity that cannot possibly have a significant effect on the environment.
4. The Executive Officer of the Central Coast Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under the Order.
5. Fulfillment of Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulation in accordance with the terms of the Order.
6. The effective date of this Order is the date of signature by the Central Coast Water Board Executive Officer.

Pursuant to California Water Code sections 13323, 13385(h) and (i), and Government Code section 11415.60, **IT IS HEREBY ORDERED** by the California Regional Water Quality Control Board, Central Coast Region.

By: \_\_\_\_\_  
Kenneth A. Harris Jr.  
Executive Officer

Date: \_\_\_\_\_

**Exhibit A – Notice of Violation  
California Men's Colony WWTP**

ALLEGED VIOLATIONS (January 8, 2013 – January 31, 2015)  
MANDATORY MINIMUM PENALTY VIOLATIONS REQUIRING ENFORCEMENT

The Enforcement Staff of the Regional Water Quality Control Board, Central Coast Region (Central Coast Water Board) has reviewed information submitted by this facility to determine whether the discharger is subject to mandatory minimum penalties (MMPs) pursuant to subdivisions (h) and (i) of California Water Code section 13385. The following table lists this facility's alleged violations of Waste Discharge Requirements Order No. R3-2006-0032 and Order No. R3-2012-0027, NPDES Permit No. CA0047856 from January 8, 2013, through January 31, 2015, for which the Central Coast Water Board has not assessed MMPs. Final calculation of MMP amounts owed and definitions of some terms used in this document are listed below the table.

For additional information about the alleged violations listed in the table, please refer to the State Water Resources Control Board CIWQS Public Reports webpage [http://www.waterboards.ca.gov/water\\_issues/programs/ciwqs/publicreports.shtml](http://www.waterboards.ca.gov/water_issues/programs/ciwqs/publicreports.shtml) and select the "Mandatory Minimum Penalty (MMP) Report" link located under the "Violations Reports" category. Once in the Mandatory Minimum Penalty Reports search page, select Region 3 along with the beginning and ending dates shown in this exhibit, select Run Report, and then select your facility to access the list of violations. Expand the "Effluent MMP Violations" section of the page by selecting the "+" icon to the left of the section title. To view details of a violation, select the Violation ID number. For chronic (non-serious) violations, select the "Chronic" link in the "MMP Type" column to see a list of the three or more violations preceding each chronic violation within 180 days and thus qualifying the chronic violation as a MMP.

#	Violation Number	Violation Date	Pollutant	Pollutant Type	Limitation Period	Limit	Result	Units	% Over Limit	Serious or Non-Serious Violation	Date 180 Days Prior	No. of Viols within 180 days	Penalty
1	946937	01/08/2013	Dichlorobromo methane	Group 2	Daily Maximum	1.1	13	µg/L	1082%	S	N/A	N/A	\$ 3,000
2	946933	01/08/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	13	µg/L	2221%	S	N/A	N/A	\$ 3,000
3	946936	01/08/2013	Dibromochloro methane	Group 2	Daily Maximum	0.81	3.5	µg/L	332%	S	N/A	N/A	\$ 3,000
4	946934	01/08/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	3.5	µg/L	775%	S	N/A	N/A	\$ 3,000

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5	945004	02/04/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	1.5	µg/L	168%	S	N/A	N/A	\$ 3,000
6	945009	02/04/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	9.4	µg/L	2250%	S	N/A	N/A	\$ 3,000
7	945005	02/04/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	9.4	µg/L	1075%	S	N/A	N/A	\$ 3,000
8	945003	02/04/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	1.5	µg/L	70%	S	N/A	N/A	\$ 3,000
9	945010	02/17/2013	pH	Other	Daily Minimum	7.0	6.92	SU	N/A	N	08/21/2012	14	\$ 3,000
10	946402	03/05/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	13.1	µg/L	1389%	S	N/A	N/A	\$ 3,000
11	946400	03/05/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	2.8	µg/L	250%	S	N/A	N/A	\$ 3,000
12	946399	03/05/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	2.8	µg/L	600%	S	N/A	N/A	\$ 3,000
13	946401	03/05/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	13.1	µg/L	2239%	S	N/A	N/A	\$ 3,000
14	947822	04/02/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	0.8	µg/L	100%	S	N/A	N/A	\$ 3,000
15	947821	04/02/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	7.9	µg/L	1311%	S	N/A	N/A	\$ 3,000

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16	947823	04/02/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	7.9	µg/L	798%	S	N/A	N/A	\$ 3,000
17	947817	04/19/2013	Dissolved Oxygen	Other	Daily Minimum	2	0.17	mg/L	N/A	N	10/21/2012	17	\$ 3,000
18	947818	04/19/2013	pH	Other	Daily Minimum	7.0	6.56	SU	N/A	N	10/21/2012	18	\$ 3,000
19	947820	04/24/2013	Total Coliform	Other	Daily Maximum	240	430	MPN/100 mL	N/A	N	10/26/2012	19	\$ 3,000
20	949910	05/04/2013	Total Suspended Solids	Group 1	Weekly Average	30	33.5	mg/L	12%	N	11/05/2012	20	\$ 3,000
21	949908	05/07/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	6.4	µg/L	627%	S	N/A	N/A	\$ 3,000
22	949914	05/11/2013	Total Suspended Solids	Group 1	Weekly Average	30	41.1	mg/L	37%	N	11/12/2012	22	\$ 3,000
23	949912	05/25/2013	pH	Other	Daily Minimum	7.0	6.87	SU	N/A	N	11/26/2012	23	\$ 3,000
24	949917	05/31/2013	Total Suspended Solids	Group 1	Monthly Average	10	15.6	mg/L	56%	S	N/A	N/A	\$ 3,000
25	949916	05/31/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	0.5	µg/L	25%	S	N/A	N/A	\$ 3,000

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26	949911	05/31/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	6.4	µg/L	1043%	S	N/A	N/A	\$ 3,000
27	952164	06/04/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	4.1	µg/L	366%	S	N/A	N/A	\$ 3,000
28	952156	06/23/2013	pH	Other	Instantaneous	7.0	6.72	SU	N/A	N	12/25/2012	28	\$ 3,000
29	952157	06/30/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	4.1	µg/L	632%	S	N/A	N/A	\$ 3,000
30	952945	07/07/2013	pH	Other	Daily Minimum	7.0	6.87	SU	N/A	N	01/08/2013	30	\$ 3,000
31	952953	07/17/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	2.4	µg/L	200%	S	N/A	N/A	\$ 3,000
32	952944	07/17/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	12.8	µg/L	1355%	S	N/A	N/A	\$ 3,000
33	952942	07/31/2013	Bis (2-Ethylhexyl) Phthalate	Group 2	Monthly Average	1.8	2	µg/L	11%	N	02/01/2013	29	\$ 3,000
34	952951	07/31/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	12.8	µg/L	2186%	S	N/A	N/A	\$ 3,000
35	952952	07/31/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	2.4	µg/L	500%	S	N/A	N/A	\$ 3,000
36	955418	08/06/2013	pH	Other	Instantaneous	7.0	6.14	SU	N/A	N	02/07/2013	28	\$ 3,000
37	955425	08/06/2013	Dissolved Oxygen	Other	Instantaneous	2	0.14	mg/L	N/A	N	02/07/2013	29	\$ 3,000



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38	955421	08/13/2013	Total Coliform	Other	Daily Maximum	240	1600	MPN/100 mL	N/A	N	02/14/2013	31	\$ 3,000
39	955430	08/17/2013	Total Coliform	Other	Not to exceed more than once per month	23	79	MPN/100 mL	N/A	N	02/18/2013	31	\$ 3,000
40	955434	08/21/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	22	µg/L	3829%	S	N/A	N/A	\$ 3,000
41	955426	08/21/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	7.3	µg/L	813%	S	N/A	N/A	\$ 3,000
42	955429	08/21/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	22	µg/L	2400%	S	N/A	N/A	\$ 3,000
43	955433	08/28/2013	pH	Other	Instantaneous	7.0	6.95	SU	N/A	N	03/01/2013	36	\$ 3,000
44	955420	08/29/2013	pH	Other	Instantaneous	7.0	6.85	SU	N/A	N	03/02/2013	37	\$ 3,000
45	955435	08/30/2013	pH	Other	Instantaneous	7.0	6.88	SU	N/A	N	03/03/2013	38	\$ 3,000
46	958426	08/31/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	7.3	µg/L	1725%	S	N/A	N/A	\$ 3,000
47	956890	09/10/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	8.5	µg/L	963%	S	N/A	N/A	\$ 3,000
48	956889	09/10/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	31.4	µg/L	3468%	S	N/A	N/A	\$ 3,000
49	956880	09/30/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	31.4	µg/L	5507%	S	N/A	N/A	\$ 3,000

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50	956884	09/30/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	8.5	µg/L	2025%	S	N/A	N/A	\$ 3,000
51	958620	10/14/2013	pH	Other	Daily Minimum	7.0	6.95	SU	N/A	N	04/17/2013	39	\$ 3,000
52	958598	10/16/2013	Total Coliform	Other	Daily Maximum	240	1600	MPN/100 mL	N/A	N	04/19/2013	40	\$ 3,000
53	958608	10/19/2013	pH	Other	Daily Minimum	7.0	6.91	SU	N/A	N	04/22/2013	39	\$ 3,000
54	958610	10/20/2013	pH	Other	Daily Minimum	7.0	6.93	SU	N/A	N	04/23/2013	40	\$ 3,000
55	958613	10/22/2013	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	3.6	5.4	µg/L	50%	S	N/A	N/A	\$ 3,000
56	958617	10/22/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	10.9	µg/L	1263%	S	N/A	N/A	\$ 3,000
57	958619	10/22/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	19	µg/L	2059%	S	N/A	N/A	\$ 3,000
58	958618	10/23/2013	pH	Other	Daily Minimum	7.0	6.9	SU	N/A	N	04/26/2013	43	\$ 3,000
59	958611	10/24/2013	pH	Other	Daily Minimum	7.0	6.53	SU	N/A	N	04/27/2013	44	\$ 3,000
60	958599	10/25/2013	pH	Other	Daily Minimum	7.0	6.51	SU	N/A	N	04/28/2013	45	\$ 3,000

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61	958623	10/26/2013	pH	Other	Daily Minimum	7.0	6.92	SU	N/A	N	04/29/2013	46	\$ 3,000
62	958621	10/27/2013	pH	Other	Daily Minimum	7.0	6.59	SU	N/A	N	04/30/2013	47	\$ 3,000
63	958612	10/28/2013	pH	Other	Daily Minimum	7.0	6.6	SU	N/A	N	05/01/2013	48	\$ 3,000
64	958603	10/29/2013	pH	Other	Daily Minimum	7.0	6.76	SU	N/A	N	05/02/2013	49	\$ 3,000
65	958609	10/30/2013	pH	Other	Daily Minimum	7.0	6.65	SU	N/A	N	05/03/2013	50	\$ 3,000
66	958614	10/31/2013	pH	Other	Daily Minimum	7.0	6.54	SU	N/A	N	05/04/2013	51	\$ 3,000
67	958597	10/31/2013	Bis (2-Ethylhexyl)	Group 2	Monthly Average	1.8	5.4	µg/L	200%	S	N/A	N/A	\$ 3,000
68	958624	10/31/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	19	µg/L	3293%	S	N/A	N/A	\$ 3,000
69	958616	10/31/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	10.9	µg/L	2625%	S	N/A	N/A	\$ 3,000
70	961290	11/01/2013	pH	Other	Instantaneous	7.0	6.51	SU	N/A	N	05/05/2013	54	\$ 3,000
71	961287	11/02/2013	pH	Other	Instantaneous	7.0	6.53	SU	N/A	N	05/06/2013	55	\$ 3,000
72	961306	11/03/2013	pH	Other	Instantaneous	7.0	6.42	SU	N/A	N	05/07/2013	56	\$ 3,000
73	961280	11/04/2013	pH	Other	Instantaneous	7.0	6.54	SU	N/A	N	05/08/2013	56	\$ 3,000

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74	961300	11/05/2013	pH	Other	Instantaneous	7.0	6.63	SU	N/A	N	05/09/2013	57	\$ 3,000
75	961301	11/06/2013	pH	Other	Instantaneous	7.0	6.55	SU	N/A	N	05/10/2013	58	\$ 3,000
76	961302	11/07/2013	pH	Other	Instantaneous	7.0	6.6	SU	N/A	N	05/11/2013	59	\$ 3,000
77	961281	11/08/2013	pH	Other	Instantaneous	7.0	6.67	SU	N/A	N	05/12/2013	59	\$ 3,000
78	961291	11/09/2013	pH	Other	Instantaneous	7.0	6.68	SU	N/A	N	05/13/2013	60	\$ 3,000
79	961292	11/10/2013	pH	Other	Instantaneous	7.0	6.7	SU	N/A	N	05/14/2013	61	\$ 3,000
80	961282	11/11/2013	pH	Other	Instantaneous	7.0	6.67	SU	N/A	N	05/15/2013	62	\$ 3,000
81	961279	11/12/2013	pH	Other	Instantaneous	7.0	6.7	SU	N/A	N	05/16/2013	63	\$ 3,000
82	961285	11/13/2013	pH	Other	Instantaneous	7.0	6.75	SU	N/A	N	05/17/2013	64	\$ 3,000
83	961293	11/14/2013	pH	Other	Instantaneous	7.0	6.62	SU	N/A	N	05/18/2013	65	\$ 3,000
84	961296	11/14/2013	Dissolved Oxygen	Other	Instantaneous	2	0.11	mg/L	N/A	N	05/18/2013	66	\$ 3,000
85	961294	11/15/2013	pH	Other	Instantaneous	7.0	6.8	SU	N/A	N	05/19/2013	67	\$ 3,000
86	961283	11/16/2013	pH	Other	Instantaneous	7.0	6.94	SU	N/A	N	05/20/2013	68	\$ 3,000
87	961305	11/17/2013	pH	Other	Instantaneous	7.0	6.92	SU	N/A	N	05/21/2013	69	\$ 3,000
88	961288	11/18/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	0.871	µg/L	9%	N	05/22/2013	70	\$ 3,000
89	961321	11/18/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	8.95	µg/L	917%	S	N/A	N/A	\$ 3,000

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90	961303	11/19/2013	pH	Other	Instantaneous	7.0	6.83	SU	N/A	N	05/23/2013	72	\$ 3,000
91	961286	11/22/2013	pH	Other	Instantaneous	7.0	6.93	SU	N/A	N	05/26/2013	72	\$ 3,000
92	961304	11/23/2013	pH	Other	Instantaneous	7.0	6.69	SU	N/A	N	05/27/2013	73	\$ 3,000
93	961317	11/24/2013	pH	Other	Instantaneous	7.0	6.86	SU	N/A	N	05/28/2013	74	\$ 3,000
94	961299	11/26/2013	pH	Other	Instantaneous	7.0	6.95	SU	N/A	N	05/30/2013	75	\$ 3,000
95	961316	11/27/2013	pH	Other	Instantaneous	7.0	6.92	SU	N/A	N	05/31/2013	76	\$ 3,000
96	961298	11/28/2013	pH	Other	Instantaneous	7.0	6.9	SU	N/A	N	06/01/2013	74	\$ 3,000
97	961318	11/29/2013	pH	Other	Instantaneous	7.0	6.88	SU	N/A	N	06/02/2013	75	\$ 3,000
98	961319	11/30/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	0.871	µg/L	118%	S	N/A	N/A	\$ 3,000
99	961320	11/30/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	8.95	µg/L	1498%	S	N/A	N/A	\$ 3,000
100	962088	12/01/2013	pH	Other	Instantaneous	7.0	6.92	SU	N/A	N	06/04/2013	78	\$ 3,000
101	962104	12/03/2013	pH	Other	Instantaneous	7.0	6.71	SU	N/A	N	06/06/2013	78	\$ 3,000
102	962099	12/04/2013	pH	Other	Instantaneous	7.0	6.9	SU	N/A	N	06/07/2013	79	\$ 3,000
103	962076	12/04/2013	Dichlorobromo methane	Group 2	Daily Maximum	0.88	12.4	µg/L	1309%	S	N/A	N/A	\$ 3,000
104	962075	12/04/2013	Dibromochloro methane	Group 2	Daily Maximum	0.8	2.39	µg/L	199%	S	N/A	N/A	\$ 3,000

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105	962100	12/05/2013	pH	Other	Instantaneous	7.0	6.67	SU	N/A	N	06/08/2013	82	\$ 3,000
106	962089	12/06/2013	pH	Other	Instantaneous	7.0	6.89	SU	N/A	N	06/09/2013	83	\$ 3,000
107	962079	12/07/2013	pH	Other	Instantaneous	7.0	6.71	SU	N/A	N	06/10/2013	84	\$ 3,000
108	962105	12/08/2013	pH	Other	Instantaneous	7.0	6.72	SU	N/A	N	06/11/2013	85	\$ 3,000
109	962080	12/09/2013	pH	Other	Instantaneous	7.0	6.63	SU	N/A	N	06/12/2013	86	\$ 3,000
110	962081	12/10/2013	pH	Other	Instantaneous	7.0	6.87	SU	N/A	N	06/13/2013	87	\$ 3,000
111	962087	12/11/2013	pH	Other	Instantaneous	7.0	6.69	SU	N/A	N	06/14/2013	88	\$ 3,000
112	962090	12/12/2013	pH	Other	Instantaneous	7.0	6.7	SU	N/A	N	06/15/2013	89	\$ 3,000
113	962091	12/13/2013	pH	Other	Instantaneous	7.0	6.71	SU	N/A	N	06/16/2013	90	\$ 3,000
114	962111	12/14/2013	pH	Other	Instantaneous	7.0	6.82	SU	N/A	N	06/17/2013	91	\$ 3,000
115	962092	12/16/2013	pH	Other	Instantaneous	7.0	6.86	SU	N/A	N	06/19/2013	92	\$ 3,000
116	962106	12/21/2013	pH	Other	Instantaneous	7.0	6.93	SU	N/A	N	06/24/2013	92	\$ 3,000
117	962093	12/22/2013	pH	Other	Instantaneous	7.0	6.82	SU	N/A	N	06/25/2013	93	\$ 3,000
118	962107	12/23/2013	pH	Other	Instantaneous	7.0	6.95	SU	N/A	N	06/26/2013	94	\$ 3,000
119	962094	12/24/2013	pH	Other	Instantaneous	7.0	6.77	SU	N/A	N	06/27/2013	95	\$ 3,000
120	962095	12/25/2013	pH	Other	Instantaneous	7.0	6.7	SU	N/A	N	06/28/2013	96	\$ 3,000
121	962097	12/26/2013	pH	Other	Instantaneous	7.0	6.67	SU	N/A	N	06/29/2013	97	\$ 3,000

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122	962096	12/27/2013	pH	Other	Instantaneous	7.0	6.9	SU	N/A	N	06/30/2013	98	\$ 3,000
123	962098	12/27/2013	Chlorine, Total Residual	Group 2	Instantaneous	2	2.8	mg/L	40%	S	N/A	N/A	\$ 3,000
124	962112	12/28/2013	pH	Other	Instantaneous	7.0	6.85	SU	N/A	N	07/01/2013	99	\$ 3,000
125	962101	12/29/2013	pH	Other	Instantaneous	7.0	6.87	SU	N/A	N	07/02/2013	100	\$ 3,000
126	962113	12/30/2013	pH	Other	Instantaneous	7.0	6.86	SU	N/A	N	07/03/2013	101	\$ 3,000
127	962108	12/31/2013	pH	Other	Instantaneous	7.0	6.84	SU	N/A	N	07/04/2013	102	\$ 3,000
128	962083	12/31/2013	Dibromochloro methane	Group 2	Monthly Average	0.4	2.39	µg/L	498%	S	N/A	N/A	\$ 3,000
129	962084	12/31/2013	Dichlorobromo methane	Group 2	Monthly Average	0.56	12.4	µg/L	2114%	S	N/A	N/A	\$ 3,000
130	969596	01/01/2014	pH	Other	Instantaneous	7.0	6.84	SU	N/A	N	07/05/2013	105	\$ 3,000
131	969616	01/02/2014	pH	Other	Instantaneous	7.0	6.69	SU	N/A	N	07/06/2013	106	\$ 3,000
132	969617	01/03/2014	pH	Other	Instantaneous	7.0	6.7	SU	N/A	N	07/07/2013	107	\$ 3,000
133	969618	01/04/2014	pH	Other	Instantaneous	7.0	6.88	SU	N/A	N	07/08/2013	107	\$ 3,000
134	969619	01/05/2014	pH	Other	Instantaneous	7.0	6.76	SU	N/A	N	07/09/2013	108	\$ 3,000
135	969607	01/06/2014	pH	Other	Instantaneous	7.0	6.86	SU	N/A	N	07/10/2013	109	\$ 3,000
136	969602	01/07/2014	Dichlorobromo methane	Group 2	Daily Maximum	0.88	12.3	µg/L	1298%	S	N/A	N/A	\$ 3,000

Exhibit A - NOV  
Proposed Stipulated ACL Order No. R3-2015-0001  
California Men's Colony WWTP

#	Violation Number	Violation Date	Pollutant	Pollutant Type	Limitation Period	Limit	Result	Units	% Over Limit	Serious or Non-Serious Violation	Date 180 Days Prior	No. of Viols within 180 days	Penalty
137	969610	01/07/2014	Dibromochloro methane	Group 2	Daily Maximum	0.8	3.57	µg/L	346%	S	N/A	N/A	\$ 3,000
138	969595	01/09/2014	pH	Other	Instantaneous	7.0	6.92	SU	N/A	N	07/13/2013	112	\$ 3,000
139	969621	01/10/2014	pH	Other	Instantaneous	7.0	6.89	SU	N/A	N	07/14/2013	113	\$ 3,000
140	969608	01/11/2014	pH	Other	Instantaneous	7.0	6.89	SU	N/A	N	07/15/2013	114	\$ 3,000
141	969603	01/13/2014	pH	Other	Instantaneous	7.0	6.82	SU	N/A	N	07/17/2013	115	\$ 3,000
142	969609	01/16/2014	pH	Other	Instantaneous	7.0	6.91	SU	N/A	N	07/20/2013	114	\$ 3,000
143	969597	01/17/2014	pH	Other	Instantaneous	7.0	6.88	SU	N/A	N	07/21/2013	115	\$ 3,000
144	969620	01/19/2014	pH	Other	Instantaneous	7.0	6.88	SU	N/A	N	07/23/2013	116	\$ 3,000
145	969598	01/20/2014	pH	Other	Instantaneous	7.0	6.93	SU	N/A	N	07/24/2013	117	\$ 3,000
146	969611	01/31/2014	Dichlorobromo methane	Group 2	Monthly Average	0.56	12.3	µg/L	2096%	S	N/A	N/A	\$ 3,000
147	969594	01/31/2014	Dibromochloro methane	Group 2	Monthly Average	0.4	3.57	µg/L	793%	S	N/A	N/A	\$ 3,000
148	967352	03/04/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	12.5	mg/L	25%	N	09/05/2013	103	\$ 3,000
149	969538	04/08/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	12.9	mg/L	29%	N	10/10/2013	99	\$ 3,000
150	969540	04/15/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	13.7	mg/L	37%	N	10/17/2013	98	\$ 3,000



Exhibit A - NOV  
Proposed Stipulated ACL Order No. R3-2015-0001  
California Men's Colony WWTP

#	Violation Number	Violation Date	Pollutant	Pollutant Type	Limitation Period	Limit	Result	Units	% Over Limit	Serious or Non-Serious Violation	Date 180 Days Prior	No. of Viols within 180 days	Penalty
151	976676	04/16/2014	pH	Other	Instantaneous	7.0	6.91	SU	N/A	N	10/18/2013	99	\$ 3,000
152	969542	04/19/2014	pH	Other	Instantaneous	7.0	6.78	SU	N/A	N	10/21/2013	98	\$ 3,000
153	969539	04/22/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	16.6	mg/L	66%	S	N/A	N/A	\$ 3,000
154	969541	04/29/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	14.5	mg/L	45%	S	N/A	N/A	\$ 3,000
155	970454	05/06/2014	Nitrogen, Total (as N)	Group 1	Daily Minimum	10	16.7	mg/L	67%	S	N/A	N/A	\$ 3,000
156	970447	05/13/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	13.3	mg/L	33%	N	11/14/2013	74	\$ 3,000
157	970455	05/20/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	45.6	mg/L	356%	S	N/A	N/A	\$ 3,000
158	972272	06/03/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	12	mg/L	20%	N	12/05/2013	54	\$ 3,000
159	974958	07/08/2014	Nitrogen, Total (as N)	Group 1	Daily Maximum	10	11.2	mg/L	12%	N	01/09/2014	22	\$ 3,000
160	978273	09/09/2014	Copper, Total	Group 2	Daily Maximum	17	60.4	µg/L	255%	S	N/A	N/A	\$ 3,000
161	978275	09/30/2014	Copper, Total	Group 2	Monthly Average	7.5	60.4	µg/L	705%	S	N/A	N/A	\$ 3,000
162	986975	01/06/2015	Bis (2-Ethylhexyl) Phthalate	Group 2	Maximum Daily	3.6	9.66	µg/L	168%	S	N/A	N/A	\$ 3,000

Exhibit A - NOV  
Proposed Stipulated ACL Order No. R3-2015-0001  
California Men's Colony WWTP

#	Violation Number	Violation Date	Pollutant	Pollutant Type	Limitation Period	Limit	Result	Units	% Over Limit	Serious or Non-Serious Violation	Date 180 Days Prior	No. of Viols within 180 days	Penalty
163	986987	01/06/2015	Sulfate, Total	Group 1	Maximum Daily	125	144	mg/L	15%	N	07/10/2014	18	\$ 3,000
164	986974	01/31/2015	Bis (2-Ethylhexyl) Phthalate	Group 2	Monthly Average	1.8	9.66	µg/L	437%	S	N/A	N/A	\$ 3,000

**Total Penalty: \$492,000**

**Total Mandatory Minimum Penalty Amount for Effluent Violations**

(59 Serious Violations + 105 Non-Serious Violations) × \$3,000 = \$492,000

For Group 1 pollutants, a violation is serious when the limit is exceeded by 40% or more, and non-serious (formerly "chronic") when the limit is exceeded by less than 40%.

For Group 2 pollutants, a violation is serious when the limit is exceeded by 20% or more, and non-serious when the limit is exceeded by less than 20%.

For "Other" (i.e., Other Effluent Violation) pollutants, a violation is non-serious when the limit is exceeded by any amount. For the purposes of MMP enforcement, Other Effluent Violations are not categorized as serious.

Serious violations are subject to a penalty of no less than \$3,000 each, as are non-serious violations when preceded by three or more specified violations within any period of 180 days.

Exhibit A - NOV  
Proposed Stipulated ACL Order No. R3-2015-0001  
California Men's Colony WWTP

**Definitions**

CIWQS	California Integrated Water Quality System database used by the Water Boards to manage violation and enforcement activities, as well as other data types relevant to water quality protection.
Violation Number	Identification number assigned to a violation in CIWQS.
Violation Date	Date that a violation actually occurred, with the exception that for some violation types, such as a monthly average, the last day of the reporting period is used. If the occurrence date is unknown, the date used is the day the violation was first discovered by staff, the Discharger, or a third party.
Pollutant Types: Group 1 & 2	Groups of pollutants defined in the State Water Resources Control Board Water Quality Enforcement Policy. Also referred to as Category 1 or CAT1, Category 2 or CAT2, respectively.
Pollutant Type: Other	"Other" refers to "Other Effluent Violation". Group of pollutants other than those included in Group 1 or 2.

File Location: R:\RB3\Enforcement\ACLs\CMC WWTP MMP ACL 2015-0001\Exh A - CMC WWTP MMP ACLO 15-0001 NOV-Viol Table.docx

ECM Primary Indexing #212681

# CAPACITY EVALUATION of the CALIFORNIA MEN'S COLONY WASTEWATER TREATMENT PLANT

## PROJECT BACKGROUND

The California Men's Colony (CMC) Wastewater Treatment Plant (WWTP) treats the entire flow from the California Men's Colony East Facility, California Men's Colony West Facility, County of San Luis Obispo (County Jail, Juvenile Services, and County Education and Engineering, Maintenance and Support Services Facilities), Camp San Luis Obispo (California National Guard Base), and Cuesta College. Each of these organizations has a contractual agreement with CMC and agreed to capacity of the WWTP.

The WWTP has a current rated capacity as noted in the following table.

<b>Table 1. Existing WWTP Design Criteria</b>		
	Units	Value
<b>Flow</b>		
Average Dry Weather (ADWF)	MGD	1.2
Average Annual (AAF)	MGD	1.3
Average Day Maximum Month (ADMM)	MGD	1.8
Peak Hour Dry Weather (PHDW)	MGD	2.4
Peak Hour Wet Weather (PHWW)	MGD	5.2
<b>Loadings</b>		
Biological Oxygen Demand (BOD)	Mg/l	500
BOD Annual Average	PPD	5,400
BOD Average Day Maximum Month	PPD	7,500
Total Suspended Solids (TSS)	Mg/l	500
TSS Annual Average	PPD	5,400
Ammonia (as Nitrogen)	Mg/l	30
Ammonia Annual Average	PPD	450
1. Mg/l = milligrams per liter; PPD = pounds per day		

The WWTP treatment process consists of preliminary treatment including bar screens and aerated grit removal, secondary treatment with oxidation ditch technology and secondary clarifiers, tertiary treatment with continuous backwash filters, disinfection with a recently constructed in-line UV system, solids storage in an existing anaerobic sludge digester, and dewatering with centrifuges.

There is current interest in developing a regional WWTP to provide services to not only the agencies noted above but also the communities of Morro Bay and Cayucos Sanitary District. The intent of this project is to reassess the capacity of each process component of the WWTP

and determine the upgrades necessary to provide adequate capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District.

## **ENGINEERING SERVICES**

The objective of this project is to:

- Provide a detailed analysis of the existing capacity of the entire WWTP. This analysis will include hydraulic, organic, and solids evaluations in the current operational mode. The basis of analysis will be the current requirements in the existing NPDES permit and the requirements to provide recycled water for unrestricted use per Title 22.
- Provide a detailed analysis of the improvements required to the existing WWTP to provide sufficient capacity to serve the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District.
- Provide a planning level document that notes approximate footprint and area of new facilities required to provide sufficient capacity to serve the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District.
- Provide a planning level cost estimate to construct the improvements required to provide sufficient capacity to serve the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District.
- Provide a planning level estimate of lifecycle cost for the regional treatment facility.
- Confirm feasibility and cost (capital and lifecycle) of the proposed pipelines and pump station(s) necessary to convey raw wastewater from the existing Morro Bay/Cayucos Sanitary District (MBCSD) WWTP site to CMC.
- Confirm and update the conclusions in the 2008 Los Osos Report on the CMC Regional Option.

The assumptions for this project include:

- The limits of the analysis will be conveyance of raw sewage to the treatment facilities and capacity of the treatment facilities on the current site and will not address capacity, cost, or layout of other off-site facilities. These facilities include, but are not limited to:
  - Facilities necessary to expand reclamation in the CMC region.
  - Pipelines and pump station(s) necessary to convey treated effluent from CMC to Morro Bay for reuse or disposal (i.e., existing MBCSD outfall).
- No permit or regulatory issues will be investigated or addressed. These include Basin Plan objectives or TMDL limits for Chorro Creek or other possible discharge locations, recharge capacity of Chorro Creek for downstream use, etc.
- The analysis will be based on the ability of the CMC facility to treat the combined influent of CMC, Morro Bay, and Cayucos Sanitary District to meet current water quality requirements (i.e. TDS, BOD, TSS, etc.).
- No groundwater hydrology analysis of Chorro Creek or geotechnical analysis of the existing WWTP site will be performed.
- No analysis of potential wastewater reclamation sites in the region will be completed.

## **TASK 1 – PROJECT MANAGEMENT**

This task will involve the day-to-day administrative, technical, and financial management of the project activities to ensure that the project budget, schedule, scope, and quality objectives are achieved. This effort will include scheduling and coordinating meetings, task completion, and quality assurance/quality control (QA/QC) review of the work.

### Deliverables:

- Monthly status reports included with invoices

## **TASK 2 - PROJECT DEFINITION**

The purpose of this task is to reach consensus on the goals and approach to the project and confirm the criteria used to determine the hydraulic and process capacity of existing treatment facilities. This can be completed via a conference call that will be held early in the study to reach consensus on these criteria. Carollo will develop draft assumptions in preparation for the workshop.

### **Task 2.1 – Project Approach Kick-Off Meeting**

Hold a Project Approach Kick-Off Meeting to reach consensus on the following issues:

- The capacity study goals and approach.
- Level of reliability required for individual process components.
- The monthly average, weekly average, and/or daily average secondary effluent discharge limits for BOD, TSS, and nitrogen (ammonia, nitrate, total inorganic nitrogen [TIN], and/or total nitrogen [TN]) based on anticipated requirements.
- The effluent distribution channel water surface elevation (WSEL) as a basis for calculating hydraulic capacity, and other criteria, such as minimum freeboard downstream of weirs or tanks.
- Treatment facility operating approach, including the strategy for determining:
  - Number of bar screens, influent pumps, and aerated grit basins in service
  - Number of oxidation ditches in service
  - Number of secondary clarifiers in service
  - Number of tertiary filters in service
  - Number of in-line UV vessels in service
- Effluent discharge flow requirements to Chorro Creek

### Deliverables:

- Meeting notes, which detail the conclusions of the Project Approach Kick-Off Meeting including project reliability/redundancy criteria assumptions.

## **TASK 3 - HISTORICAL OPERATIONS AND PERFORMANCE DATA**

The purpose of this task is to review and verify historical operations and performance data to estimate future influent flow and loading conditions. Verified operations and performance data from the five most recent years will be used to estimate critical influent loading conditions.

Verified operations and performance data from the most recent year will be used for capacity analysis.

## **TASK 4 – CAPACITY ANALYSIS**

The purpose of this task is to:

- Determine the maximum dry weather flow and corresponding wet weather flow that can be treated reliably through the existing treatment facilities, while meeting the treatment goals and reliability/redundancy requirements established in Task 2.
- Determine the necessary additional treatment components required to provide reliable treatment capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2.
- Determine the maximum flow that can be transported through the existing treatment facilities within the reliability/redundancy guidelines defined in Task 2.
- Determine the necessary additional treatment components required to provide reliable hydraulic capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2.
- Use standard of the industry loading rates and design criteria to determine size and number of units.

### **Task 4.1 – Treatment Capacity Analysis**

Using standard of the industry loading rates and design criteria develop the necessary additional treatment components required to provide reliable capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2.

#### **Deliverables:**

- Written summary of treatment capacity analysis included in the Technical Memorandum (TM).

### **Task 4.2 – Hydraulic Capacity Analysis**

Configure a steady-state hydraulic model to calculate the hydraulic capacity of the existing treatment facilities. Run the hydraulic model using a range of flow rates to determine the capacity between each pair of hydraulic control points, or hydraulic reach. The scenarios will include dry weather and wet weather conditions with the corresponding number of tanks in service, based on the reliability/redundancy criteria established in Task 2.

#### **Deliverables:**

- Written summary of hydraulic capacity included in the TM

### **Task 4.3 – BioWin Process Model Configuration/Calibration**

A “whole-plant” process simulator will be configured using BioWin (EnviroSim Associates, Ltd., Hamilton, Ontario, Canada). The whole-plant simulator will include primary and secondary treatment facilities, solids handling facilities, and solids handling recycle streams to simulate the interaction of the liquid treatment and solids handling facilities accurately.

The whole-plant simulator will be calibrated using the operations and performance data and wastewater characterization data collected during the special sampling period. The model calibration approach to be used for this study corresponds to the highest level, “Level 4,” as defined in Melcer, et al., Methods for Wastewater Characterization in Activated Sludge Modeling (WERF, 99-WWF-3, 2003).

Deliverables:

- Written summary of process modeling results included in the TM.

## **TASK 5 –RAW SEWAGE CONVEYANCE SYSTEM ANALYSIS**

Provide a planning level review of the proposed raw sewage conveyance system and address feasibility, technical design constraints, technical operational constraints, and pump station sizing and location including any intermediate pump stations.

Deliverables:

- Pipeline alignment included in the TM
- Pump station sizing and location included in the TM

## **TASK 6 – PLANNING LEVEL FACILITY LAYOUT**

Based upon the results of Task 4 a layout will be developed which provides the approximate footprint and location of any new facilities that may be required to provide reliable capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2.

Deliverables:

- Facility layout included in the TM

## **TASK 7 – PLANNING LEVEL FACILITY COST ESTIMATE**

Based upon the results of Tasks 3, 4, 5 and 6 develop a Facility Cost Estimate for the estimated construction and engineering cost of any new treatment and conveyance facilities that may be required to provide reliable capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2. The cost estimating categories developed in the Options Report prepared for the City of Morro Bay will be the basis for presenting the Facility Cost Estimate.



Deliverables:

- Facility cost estimate presented in the TM

**TASK 8 – TECHNICAL MEMORANDUM**

Based upon the results of Tasks 3, 4, 5, 6 and 7 develop a TM assembling the capacity analysis, the facility footprint layout and the estimated construction and engineering cost of any new facilities that may be required to provide reliable capacity for the agencies noted above as well as the communities of Morro Bay and Cayucos Sanitary District assuming the treatment goals and reliability/redundancy requirements established in Task 2.

Deliverables:

- Draft TM
- Final TM

**SCHEDULE**

The project schedule from written Notice to Proceed is expected to require 45 calendar days to deliver a draft TM and 60 days to deliver a final TM.

CAPACITY EVALUATION FEE ESTIMATE  
for the  
CMC  
WASTEWATER TREATMENT PLANT

TASK		CAROLLO										OTHER DIRECT COSTS						COST SUMMARY	
		Swanback	Casares	Appleton	Engineer	Staff Engr.	Staff Engr.	CADD/GIS Technician	Clerical Support	Subtotals		PECE	Field Work: Oxy Testing/ Survey	Subtotals	Sub-consultant 10.0%	Misc. Costs and Printing	Travel	Total ODCs	Total
										Hours	Budget								
2014 Fee Schedule		\$265	\$223	\$223	\$203	\$188	\$139	\$162	\$102			\$11.90							
TASK 1 - PROJECT MANAGEMENT																			
1.1	Project Management	8	16	0	0	0	0	0	0	24	\$5,688	\$286	\$0	\$0	\$0	\$0	\$2,754	\$3,040	\$8,728
Task 1 Total Hours		8	16	0	0	0	0	0	0	24									
Task 1 Total Budget		\$2,120	\$3,568	\$0	\$0	\$0	\$0	\$0	\$0	\$5,688		\$286	\$0	\$0	\$0	\$0	\$2,754	\$3,040	\$8,728
TASK 2 - DEVELOP PROJECT DEFINITION																			
2.1	Project Approach Kickoff Meeting/Consensus Notes	4	8	4	0	32	0	0	8	56	\$10,568	\$666	\$0	\$0	\$0	\$0	\$918	\$1,584	\$12,152
Task 2 Total Hours		4	8	4	0	32	0	0	8	56									
Task 2 Total Budget		\$1,060	\$1,784	\$892	\$0	\$6,016	\$0	\$0	\$816	\$10,568		\$666	\$0	\$0	\$0	\$0	\$918	\$1,584	\$12,152
TASK 3 - REVIEW HISTORICAL OPERATIONS AND PERFORMANCE DATA																			
3.1	Review Existing Performance Data	4	8	8	0	8	0	0	0	28	\$6,132	\$333	\$0	\$0	\$0	\$0	\$0	\$333	\$6,465
Task 3 Total Hours		4	8	8	0	8	0	0	0	28									
Task 3 Total Budget		\$1,060	\$1,784	\$1,784	\$0	\$1,504	\$0	\$0	\$0	\$6,132		\$333	\$0	\$0	\$0	\$0	\$0	\$333	\$6,465
TASK 4 - CAPACITY ANALYSIS																			
4.1	Treatment Capacity Analysis	2	4	4	0	8	0	0	2	20	\$4,022	\$238	\$0	\$0	\$0	\$0	\$0	\$238	\$4,260
4.2	Hydraulic Capacity Analysis	2	4	0	0	24	0	0	4	34	\$6,342	\$405	\$0	\$0	\$0	\$0	\$0	\$405	\$6,747
4.3	BioWin Process Model Configuration/Calibration	4	8	8	0	48	0	0	4	72	\$14,060	\$857	\$0	\$0	\$0	\$0	\$0	\$857	\$14,917
Task 4 Total Hours		8	16	12	0	80	0	0	10	126									
Task 4 Total Budget		\$2,120	\$3,568	\$2,676	\$0	\$15,040	\$0	\$0	\$1,020	\$24,424		\$1,500	\$0	\$0	\$0	\$0	\$0	\$1,500	\$25,924
TASK 5 - RAW SEWAGE CONVEYANCE SYSTEM ANALYSIS																			
5.1	Raw Sewage Conveyance System Analysis	3	8	0	0	36	0	0	0	47	\$9,347	\$559	\$0	\$0	\$0	\$0	\$0	\$559	\$9,906
Task 5 Total Hours		3	8	0	0	36	0	0	0	47									
Task 5 Total Budget		\$795	\$1,784	\$0	\$0	\$6,768	\$0	\$0	\$0	\$9,347		\$559	\$0	\$0	\$0	\$0	\$0	\$559	\$9,906
TASK 6 - PLANNING LEVEL FOOTPRINT LAYOUT																			
6.1	Planning Level Footprint Layout	2	8	4	0	24	0	8	0	46	\$9,014	\$547	\$0	\$0	\$0	\$0	\$0	\$547	\$9,561
Task 5 Total Hours		2	8	4	0	24	0	8	0	46									
Task 5 Total Budget		\$530	\$1,784	\$892	\$0	\$4,512	\$0	\$1,296	\$0	\$9,014		\$547	\$0	\$0	\$0	\$0	\$0	\$547	\$9,561
TASK 7- PLANNING LEVEL FACILITY COST ESTIMATE																			
7.1	Planning Level Facility Cost Estimate	4	8	0	0	24	0	0	0	36	\$7,356	\$428	\$0	\$0	\$0	\$0	\$0	\$428	\$7,784
Task 6 Total Hours		4	8	0	0	24	0	0	0	36									
Task 6 Total Budget		\$1,060	\$1,784	\$0	\$0	\$4,512	\$0	\$0	\$0	\$7,356		\$428	\$0	\$0	\$0	\$0	\$0	\$428	\$7,784
TASK 8 - TECHNICAL MEMORANDUM																			
8.1	Technical Memorandum	4	8	16	0	40	0	16	24	108	\$18,972	\$1,285	\$0	\$0	\$0	\$250	\$918	\$2,453	\$21,425
Task 7 Total Hours		4	8	16	0	40	0	16	24	108									
Task 7 Total Budget		\$1,060	\$1,784	\$3,568	\$0	\$7,520	\$0	\$2,592	\$2,448	\$18,972		\$1,285	\$0	\$0	\$0	\$250	\$918	\$2,453	\$21,425
TOTALS																			
Hours		37	80	44	0	244	0	24	42	471									
Costs		\$9,010	\$16,056	\$9,812	\$0	\$39,104	\$0	\$3,888	\$4,284	\$91,501		\$5,604	\$0	\$0	\$0	\$250	\$4,590	\$10,444	\$101,945

## **ATTACHMENT 1**

### **Conceptual Project Proposal and Fiscal Year 2012-2013 Work Plan For Central Coast Ambient Monitoring Program (CCAMP) Groundwater Assessment and Protection (GAP)**

The purpose of the Central Coast Ambient Monitoring Program-Groundwater Assessment and Protection (CCAMP-GAP) program is to do the following:

1. Identify and address threats to public health due to polluted groundwater supply.
2. Measure our performance in achieving tangible results (water quality protection and restoration) in our watersheds based on changes in groundwater quality.
3. Prioritize our work to focus on the most important groundwater issues.
4. Help determine appropriate Water Board requirements, and support and defend those requirements.
5. Support the implementation of special projects that address our highest priorities and help us achieve our measurable goals.
6. Implement the Water Board's Environmental Justice goals.

The following CCAMP-GAP project proposal is broken down into the following sections:

- Conceptual Model
- Endowment
- Operating Fund
- Domestic Well Outreach and Sampling Program
- Regional Groundwater Monitoring and Assessment
- Special Projects
- Goals
- Accountability & Transparency

#### **Conceptual Model**

The proposed groundwater program will be part of CCAMP and will be funded through similar mechanisms. However, CCAMP-GAP will operate under a slightly different business model than CCAMP. Instead of building a regional monitoring program from the ground up, as we largely did with our surface water monitoring program, we will collaborate extensively with various stakeholders to leverage (with supplemental funding and technical support) existing groundwater monitoring programs currently being implemented by local agencies. We will also help develop monitoring programs in priority groundwater basins where these monitoring programs currently do not exist.

Water Board staff will facilitate data capture and management via the State Board's GAMA GeoTracker database, making the CCAMP-GAP data readily available to the public and other regulatory agencies. We will use the data from CCAMP-GAP to help define our highest priorities and measure our performance in achieving our measurable goal for clean groundwater. Currently, our groundwater regulatory programs deal with groundwater pollution problems on an ad hoc basis, as they are discovered by certain events, such as when a development occurs, or a property is transferred, or when wells are sampled for some other purpose, or pollution is suspected and investigated. We have no systematic, region wide approach to assess and track the quality of our groundwater basins. CCAMP-GAP will eventually provide the data to help direct and prioritize our efforts to protect groundwater in a more comprehensive and effective manner.

CCAMP-GAP will also implement or support special projects, such as providing information and free groundwater sampling to domestic well owners so they can assess their groundwater quality and take appropriate actions to protect their own health and welfare. The proposed domestic well outreach and sampling project (see discussion below) will not only provide well owners with information they can use to make informed decisions about their drinking water, but will also allow us to develop a higher resolution understanding of shallow groundwater (i.e., upper-most aquifer) impacts in rural areas that can be used to prioritize our source control efforts.

Successful startup and implementation of CCAMP-GAP is predicated on securing settlement funds to create an endowment fund and a separate initial operating fund as proposed below. Staff will provide annual updates to the Water Board documenting the accomplishments of the previous year and outlining the next one year and five year work plan goals (see Accountability and Transparency Section, below).

Our goal is to build a comprehensive and transparent program that measures the physical condition of our groundwater basins over the long term, and reaching this goal will require significant increases in funding over time. Staff will direct additional enforcement funds, as they become available, to the CCAMP-GAP endowment, as we have done with CCAMP with respect to surface water monitoring and assessment, and as we have done with the Water Board's Low Impact Development Initiative (LIDI).

**Endowment: \$800,000**

Staff proposes to set up an initial \$800,000 endowment to provide an ongoing revenue stream to implement the annual CCAMP-GAP work plan. This endowment will require additional funding over time to increase the endowment principal and expand the capacity of CCAMP-GAP. The initial \$800,000 endowment will provide about \$40,000 per year in interest based on a long-term average earnings rate of five percent (understanding that the rate of return could be much lower depending on the economy). One of our longer term goals is to build the endowment up to \$5 million (with an estimated annual earnings rate of \$250,000 per year at 5% over the long term). The revenue stream generated from the endowment will be used to replenish a CCAMP-GAP operating fund, but also may be allowed to roll over to increase the endowment principal and future interest earnings.

**Operating Fund: \$471,000**

The CCAMP-GAP operating fund will be used to develop and implement regional groundwater monitoring programs and fund groundwater-related projects (see Special Projects discussion). Water Board staff will work with stakeholders to develop the detailed scopes of work and costs associated with these projects. The Executive Officer will prioritize the selection and implementation of these projects based on achieving the maximum cost benefit associated with effectively implementing projects that are in alignment with our highest priorities, as has been the case with CCAMP since its inception.

**Domestic Well Outreach and Sampling Program**

The implementation of this program is a regional priority due to significant public health threats associated with unregulated domestic wells in rural agricultural areas as result of widespread and severe nitrate pollution. Therefore, this program is one of the first year CCAMP-GAP goals (see Goals below) and is currently under development. More detailed information regarding this program was provided as part of the Executive Officer's Report to the Board (Item No. 17) contained within the July 14, 2011 Water Board Public Meeting agenda package. Since that time we have prepared a draft domestic well outreach and sampling project grant application request for qualifications package, scope of work, draft outreach and notification flyer. We are coordinating this work with several stakeholders, including State Board GAMA program staff, the California Department of Public Health, various County Health and Public Works Departments, and several nonprofit

environmental groups. The primary goals of the domestic well outreach and sampling program are to:

1. Provide domestic well owners and the general public in the Central Coast Region with specific information regarding potential nitrate impacts to their drinking water supplies, options for dealing with the health threat, and available water quality testing opportunities.
2. Provide free nitrate sampling to domestic well owners.
3. Develop comprehensive maps that delineate the concentration of nitrate in shallow aquifers and domestic wells.
4. As funds are available, provide financial assistance for Limited Resource Farmers and Ranchers or Socially Disadvantaged Operators on an as-needed, sliding-scale basis to help them comply with the groundwater sampling requirements of the Irrigated Agriculture Order.

The long-term goal is to sample domestic wells every five to ten years, depending on available funds. We will also work with local agencies to develop ongoing domestic well sampling and notification programs in all the Region's groundwater basins where domestic well drinking water is threatened or unsafe.

#### **Regional Groundwater Monitoring and Assessment**

There are a number of organizations currently implementing groundwater monitoring programs with dedicated monitoring well networks within the Region. CCAMP-GAP will leverage these existing individual programs into a coordinated regional monitoring program. We will start with a pilot project that directs groundwater data from a local agency into the GAMA GeoTracker database. As with the proposed domestic well program, additional funds will be made available as necessary from the CCAMP-GAP operating fund to implement this program.

Coordinating the groundwater data from local agencies into a regional database will significantly improve our ability to assess the data, streamline sharing of these data with the Water Board and other agencies, and allow public access to the data (while keeping well location and ownership confidential). These data would be immediately available for review and limited analyses via GeoTracker as well as for download into GIS or other modeling programs for more robust analyses. Water quality analyses for these existing programs are typically conducted by State-certified private in-house laboratories or commercial "clean water" laboratories that are not currently configured to upload raw analytical data into GeoTracker. Therefore our initial efforts will be to facilitate the electronic transfer of groundwater quality data generated via existing monitoring programs directly into GeoTracker. Once the existing monitoring programs are built into and uploading to GeoTracker, we will focus on capturing all available historical data within the system where feasible. We intend to collaborate with the entities implementing groundwater monitoring programs on a regular and ongoing basis and to provide technical and financial support to expand the existing monitoring programs and develop new ones in priority basins, where needed and given available funding. The following is an outline of the basic monitoring and assessment program development task list:

1. Water Board staff will outreach and coordinate with regional groundwater monitoring stakeholders to:
  - a. Identify and define existing programs
  - b. Advocate CCAMP-GAP
  - c. Identify shared priorities and goals
  - d. Identify and evaluate potential beneficial projects
2. Leverage existing programs where they exist with technical and financial support to facilitate:
  - a. Electronic transfer of data into GeoTracker GAMA
    - i. GAMA technical support
    - ii. Laboratory technical support (to facilitate Electronic Data Format [EDF])
    - iii. Agency/program technical support

- b. Capture/upload historical data from monitoring program
  - c. Add additional monitoring wells, increase sampling frequency, add constituents, etc.
3. Capture, integrate & manage additional groundwater and well data from other sources (i.e. well permitting data for unregulated drinking water supply systems/wells)
4. Develop monitoring programs within areas where they don't currently exist
5. Develop or build on existing Quality Assurance Project Plans (QAPPs) and Sampling and Analysis Plans (SAPs)

Water Board staff have already begun implementing the first task. The cost associated with each of the subsequent tasks is currently uncertain and will likely be based on the characteristics of each individual local monitoring program. One of our first year goals (see CCAMP-GAP Goals below) is to determine the cost associated with these tasks and prioritize implementation based on available funding and regional benefit. This effort is currently underway.

We have had favorable preliminary discussions with several local agencies that are implementing regional groundwater monitoring programs regarding the proposed program. As of the date of this staff report we have identified and contacted the following with regard to their existing groundwater monitoring programs and our proposed program:

- Monterey County Water Resources Agency (MCWRA)
- Pajaro Valley Water Management Agency (PVWMA)
- San Benito County Water District (SBCWD)
- Santa Clara Valley Water District (SCVWD)
- Monterey Peninsula Water Management District (MPWMD)
- San Luis Obispo County – Department of Public Works
- Santa Barbara County – Water Resources Division of Public Works
- Santa Cruz County - Water Resources Program

In addition to the regional groundwater monitoring programs with dedicated well networks, we are also reaching out to the counties throughout the Region, principally the Health Departments, as the primacy agency for the drinking water programs and well permitting oversight, to begin capturing Local and State Small Water System well and domestic well water quality information. Our initial efforts are focused on piloting this program with Monterey County given they have the largest number of small water supply systems and domestic wells in our Region. We have also begun discussions with State Water Board GAMA program staff and various regional stakeholders to provide GeoTracker functionality that will directly benefit local agency programs such as drinking water and well permitting programs. In an effort to improve our chances for success, we are endeavoring to make this program as easy and as desirable as possible for participating local agency stakeholders. With this approach we hope to not only improve the functionality of our program, but also to provide benefits to the programs of the participating local agencies.

### **Special Projects**

In addition to collaborating with various stakeholders to develop and implement a comprehensive and robust regional groundwater monitoring and assessment program, CCAMP-GAP will also support the implementation of special studies and projects to protect and restore groundwater quality, or otherwise support activities addressing our highest priorities as they relate to groundwater or the interrelationships between surface water and groundwater.

CCAMP-GAP funds available within the operating account beyond those earmarked for the specific programs and projects proposed within this project proposal and work plan will be available to implement various types of projects including but not limited to the following:

- Domestic Well Sampling Program (for an ongoing or repeat program at specified frequency, or to supplement/leverage local agency domestic well sampling efforts)
- Special studies (groundwater age dating, isotopic analyses, modeling, etc.)
- Well abandonment/destruction
- Development and implementation of well head protection programs
- Emergency replacement water supply
- Groundwater recharge (i.e., active recharge projects)
- Groundwater basin/aquifer assessment and ongoing trend analyses
- Salt and Nutrient Management Planning (i.e., plan development, Basin Planning, implementation, etc.)
- Seawater intrusion related projects
- Technical support for Basin Plan amendments
- Testing and implementation of technologies to reduce groundwater pollution

This is a preliminary conceptual list of potential projects. We will generate a more specific ongoing list of potential projects in concert with regional and local stakeholders. Projects will be evaluated on the basis of 1) their alignment with the Water Board's highest priorities, 2) providing regional scale groundwater data that will improve our ability to effectively evaluate and manage water quality and supply, 3) achieving tangible results in protecting and restoring water quality and/or supply, 4) leveraging existing programs with a regional benefit, and 5) leveraging of supporting funds.

### **Goals**

We have developed an initial set of one-year and five-year goals.

The first year goals are to:

1. Implement a region-wide domestic well outreach and sampling program (currently under development)
2. Identify and begin collaborating with all applicable local and regional groundwater monitoring stakeholders (currently in process)
3. Implement initial water quality data capture and transfer pilot program with an individual local agency - determine the costs associated with and enter into agreements or contracts as necessary with stakeholder(s) to begin uploading groundwater monitoring data directly into GeoTracker GAMA
4. Identify and secure additional sources of potential funding, and
5. Develop and prioritize a running list of potential groundwater-related projects with maximum benefit in achieving our measurable goals and addressing our highest water quality priorities

The initial five-year goals are to:

1. Get all of the existing regional groundwater monitoring programs reporting data directly into GeoTracker GAMA and begin upload of historical data
2. Begin integrating regional groundwater monitoring data with surface water quality (CCAMP) and land use data
3. Develop an online "report card" of regional groundwater conditions
4. Integrate regional groundwater monitoring programs with salt and nutrient management program (Recycled Water Policy, SWRCB Resolution No. 2009-0011) monitoring program(s)
5. Develop Basin Plan amendments to protect water quality and watersheds from impacts to riparian and wetland areas and groundwater recharge.
6. Begin funding projects with a maximum regional benefit in achieving our measurable goals and addressing our highest water quality priorities
7. Build the CCAMP-GW endowment up to \$5 million
8. Implement follow-up domestic well sampling (fifth or sixth year; the goal is to implement this program once every five to ten years)

**Accountability & Transparency**

As noted in previous sections of this project proposal and fiscal year work plan, Water Board staff will provide annual progress reports and future work plans during scheduled public hearings to facilitate Water Board and public participation in the ongoing development and implementation of the program. The annual progress reports and work plans will:

1. Evaluate the previous fiscal year goals and progress toward achieving the five year goals, and present the next one year and five year set of goals with an emphasis on:
  - a. identifying and discussing newly initiated projects,
  - b. providing the status of ongoing projects,
  - c. forecasting anticipated projects and expenditures for the next year and five year time horizons based on available/anticipated funds,
2. Refine the conceptual special project list and evaluation criteria, and
3. Provide an evaluation of the efficacy of the program with a discussion of successes, shortfalls and opportunities.

Water Board staff will also present the results/findings of special studies and assessment work either as part of the annual updates, as stand-alone informational items or within the Executive Officer's reports as needed to inform the Water Board and public. The five year goal of developing an online groundwater quality "report card" will also help facilitate public transparency and accountability of the effectiveness of Water Board programs focused on our regional-scale water quality problems.

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1  
2 **Guadalupe Oil Field Settlement**  
3 **CCAMP Endowment 2008 Grant Agreement**  
4

5 **Date: July 1, 2008**  
6

7 **Trust Title: Central Coast Ambient Monitoring Program Fund**  
8

9 **Foundation: The Bay Foundation of Morro Bay**  
10

11 **Project:** This Agreement establishes a grant to augment the Central Coast Ambient  
12 Monitoring Program Endowment Fund (CCAMP Fund), to provide support for the  
13 Central Coast Ambient Monitoring Program, a water quality monitoring program  
14 originating with the Central Coast Regional Water Quality Control Board ("Water  
15 Board"). Endowment funds are to be used to defray costs associated with monitoring and  
16 assessing water quality, including but not limited to administrative costs, sampling staff  
17 costs, data collection and analysis costs, laboratory costs, and equipment and supply  
18 purchases. Activities will include rotational watershed monitoring throughout the Central  
19 Coast Region, coastal confluences monitoring at major creek mouths from Gazos Creek  
20 (San Mateo Co.) to Rincon Creek (Santa Barbara Co.), water quality assessment work,  
21 and various special projects to be undertaken from time to time.  
22

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23  
24 **Agreement:** This Agreement is entered into by and between the Water Board and the Bay  
25 Foundation of Morro Bay (hereinafter "the Foundation"),  
26

27 **The parties agree as follows:**  
28

- 29 1. **Background:** In settlement of litigation between Union Oil Company of  
30 California ("Unocal") and various agencies of the State of California regarding  
31 petroleum pollution at the Guadalupe Oil Field, Unocal, among other things,  
32 created the Guadalupe Oil Field Settlement Water Quality Projects Trust (the  
33 "Trust"). The National Fish and Wildlife Foundation is the Trustee for the Trust.  
34 Funds in the Trust are to be spent on water quality projects that directly benefit or  
35 study ground water or surface water quality and the beneficial use of ground  
36 water and surface water. Under the terms of the Trust, the Regional Water  
37 Quality Control Board, Central Coast Region (Water Board) has sole authority to  
38 select projects to be funded by the Trust. In 1999, the Water Board approved  
39 \$2,000,000 to be set aside in the Trust to serve as an endowment fund for  
40 operations of the Central Coast Ambient Monitoring Program (hereinafter  
41 "CCAMP"). In 2007, the Water Board approved that this \$2,000,000, along with  
42 an additional \$200,000 for first year expenses, be granted to the Foundation to  
43 establish the CCAMP Fund. This Agreement augments the previously approved  
44 endowment fund project by granting an additional \$4.65 million to the  
45 Foundation for the CCAMP Fund..  
46
- 47 2. **Executive Officer:** The Executive Officer is the chief executive of the Water  
48 Board and is appointed pursuant to California Water Code section 13220. The  
49 Executive Officer has been delegated and may exercise all the powers of the

Water Board except for those enumerated in California Water Code section 13223. The Executive Officer may delegate his authority to Water Board staff in accordance with California Government Code Section 7 and California Water Code Section 7.

3. **Bay Foundation President:** The President of the Foundation is responsible for coordinating the Foundation's role under this Agreement. The current President of the Bay Foundation is Joel Neel, Bay Foundation of Morro Bay, 601 Embarcadero, Suite 11, Morro Bay, California, 93442. The President may delegate responsibilities for coordination to a representative of the Foundation.
4. **CCAMP Program Director:** The CCAMP Program Director is appointed by the Water Board's Executive Officer and will be responsible for day-to-day operations and development of annual work plans and budgets for all CCAMP activities. The work plans will describe CCAMP monitoring activities and required disbursements from the funds described in this Agreement. The CCAMP Program Director shall provide a periodic performance evaluation of services supplied to CCAMP by the Bay Foundation. Karen Worcester currently serves as the Central Coast Ambient Monitoring Program Director.
5. **Term:** The term of this Agreement shall commence on the date of execution and shall continue until January 1, 2017. The term of this Agreement may be extended by mutual consent of the parties.
6. **Scope of Work:** The Foundation agrees to provide labor, material and equipment necessary to carry out work described in each Annual Work Plan to be funded under the terms of this Agreement, provided the CCAMP Endowment Account or the CCAMP Operational Account have sufficient available (distributable) funds. The Annual Work Plan is subject to external scientific peer review. It identifies monitoring activities to be conducted using multiple funding sources. The CCAMP Program Director shall ensure that allocations to monitoring activities address any geographic limitations and other requirements of any of the fund sources held in the CCAMP Fund. The Foundation shall review the Annual Work Plan and budget for the purposes of determining consistency with the terms of this Agreement but shall have no authority to revise the Annual Work Plan without the Water Board's consent.
7. **Deliverables:** The Foundation shall provide to the Water Board a quarterly accounting of funds (assets, liabilities, and total balance), investments and disbursements, provide the Water Board an annual (year end) report of the assets balance, liabilities balance, net gains on investments, distributable balance, and total amount available to spend. The Foundation shall provide such goods and services as may be needed for performance under the terms of this Agreement.
8. **Fund Accounts:** The amount of funds subject to this Agreement shall be \$4,650,000. The Foundation shall add this to the CCAMP Endowment Account and shall manage the account so that this amount, as well as other principle amounts from previous fund transfers, are maintained in full. The Foundation also maintains an Operational Reserve Account to meet unforeseen budgetary demands by the CCAMP program or to pay CCAMP expenses in excess of available Endowment funds. The Foundation shall disburse funds from the Operational Reserve Account upon request by the CCAMP Program Director, provided that such request is consistent with the purposes of the Endowment as

1 set forth in this Agreement. The Foundation shall seek to reimburse the  
2 Operational Reserve Account for any such disbursements within a reasonable  
3 time so as to maintain the Operational Account at a minimum of \$50,000,  
4 provided such reimbursement funding is available from Endowment Fund  
5 earnings or other sources of funding. With the written approval of the Water  
6 Board Executive Officer, the Foundation's Board of Directors may increase the  
7 amount to be held in the Operational Reserve Account using Endowment  
8 Account earnings. The funds in the Operational Reserve Account and the  
9 Endowment Account are collectively referred to as "CCAMP Funds."

- 10  
11 9. **Accounting and Fiduciary Duties:** The Foundation need not maintain CCAMP  
12 Funds in segregated accounts, but shall account for CCAMP Funds separately  
13 from other Foundation monies. The Foundation shall disburse CCAMP Funds  
14 under the terms and conditions set forth in this Agreement. The Foundation shall  
15 manage the Endowment Account to preserve the principal amount and with an  
16 investment strategy intended to increase the principal balance over time through  
17 prudent investments. No portion of the Endowment Account principal may be  
18 used for payment of work plan activities or other direct or indirect costs.  
19 Investment strategies employed by the Foundation may include US treasury  
20 bonds, notes, and other investment vehicles guaranteed by the full faith and credit  
21 of government and other investments considered prudent by the Foundation.  
22

- 23 10. **Budget:** The annual budget for the CCAMP program shall be included as part of  
24 the CCAMP Annual Work Plan submitted annually to the Foundation by the  
25 CCAMP Program Director. The Annual Budget shall specify the CCAMP Funds  
26 that the Foundation shall disburse for the year in question, which disbursement  
27 shall be subject to the limitations herein set forth. The Annual Budget, prepared  
28 by the CCAMP Program Director, shall address the appropriate uses of these  
29 funds in accordance with Paragraph 1 of this Agreement.  
30

31 11. **Additional Requirements:**  
32

33 a. The Foundation may provide services of its employees or contractors for  
34 the purposes set forth in this Agreement. The Foundation shall be solely  
35 responsible for hiring and terminating employees and contractors that will  
36 provide services under the terms of this Agreement. The Foundation's employees  
37 and contractors that provide services under the terms of this Agreement shall be  
38 subject to policies established by the Foundation.  
39

40 b. The Foundation may provide sub-contracted services and other goods  
41 and services pursuant to the purposes of this Agreement. Such goods and  
42 services shall be provided subject to procurement policies which the Foundation  
43 may establish from time to time. The Foundation shall notify the Water Board in  
44 writing of any changes to its procurement policies as they exist on the effective  
45 date of this Agreement.  
46

47 c. Funds are to be used for the purposes set forth in this Agreement and for  
48 direct costs incurred by Foundation related to administration of the funds and  
49 administrative fees. Direct costs include, but are not limited to, disbursements  
50 made by the Foundation associated with monitoring and assessment activities,  
51 including worker's compensation insurance, bookkeeping, accounting, auditing,  
52 insurance, employee benefits, and other costs which the Foundation may incur in

connection with fulfilling the purpose of the Endowment and its related special funds.

d. In consideration for the obligations incurred by the Foundation in entering into this Agreement, the Foundation may collect administrative fees for management of the funds (management fees), in the amount of 7% of disbursements or \$10,000 (whichever is greater), an investment management fee based on the principal balance in the Endowment, and reimbursement of its indirect costs incurred in performing this Agreement. The investment management fee shall be the same amount as the Foundation pays to its outside investment managers for investment management of accounts with the same principal balance as the Endowment Fund, subject to the 1% limitation in subparagraph e. The 7% management fee will be disbursed on October 1<sup>st</sup> of each year based on the prior year's expenditures. The terms of agreement herein related to administrative fees shall apply to the initial funds contemplated by this Agreement and any funds added to principal during the term of this Agreement.

e. Subparagraphs 11 c and 11 d of this Agreement notwithstanding, total annual administrative fees (including management fees, investment management fees and indirect costs) shall not exceed 1% of the principal balance of the Endowment Fund.

12. **Invoice and Payment Procedure:** The Foundation will make disbursements from time to time under the terms of this Agreement. The Foundation may make disbursements for budgeted expenses in accordance with the CCAMP Annual Work Plan and disbursements for non-budgeted expenses approved by the CCAMP Program Director. Approved non-budgeted expenses may include, without limitation, costs of additional monitoring or equipment not included in the Annual Work Plan. The Foundation will make disbursements within 30 working days of receipt by the Foundation of any invoice approved by the CCAMP Program Director. Disbursements which the Foundation makes to itself shall be subject to approval of the CCAMP Program Director and all other terms of this Agreement.

13. **Commencement of Work and Delays Beyond Control of the Foundation:**

- a. Upon receipt of an executed copy of this Agreement and an Annual Work Plan and Budget, the Foundation shall commence activities under this Agreement.
- b. Delay in completion of work or services or submission of deliverables by Foundation within the time or times specified in the Annual Work Plan which arise from causes beyond the control of the Foundation and without fault or negligence on the part of the Foundation shall entitle the the Foundation to a reasonable extension of time for performance. Causes beyond the control of the Foundation shall be deemed to include but are not limited to, unusually severe weather, acts of God, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and delays of suppliers or subcontractors arising from causes beyond the control and without fault or negligence of both the Foundation and such suppliers or subcontractors. The Foundation shall not be held liable for

1 circumstances that limit its performance under this Agreement which are  
2 beyond its control.  
3

4 14. **Amendments:** This Agreement may be amended only by written agreement  
5 between the Foundation and the Water Board.  
6

7 15. **Dispute Resolution:** Authority to terminate performance under Paragraph 16  
8 of this Agreement is not subject to the dispute resolution provisions of this  
9 Paragraph 15. All other issues including, but not limited to, the amount of any  
10 compensation or reimbursement which should be paid to the Foundation shall be  
11 subject to the dispute resolution process under this Paragraph 15. All claims or  
12 disputes arising out of, or relating to this Agreement, its interpretation or breach  
13 shall be made in writing. If a dispute arises related to this Agreement, the parties  
14 shall attempt to resolve it informally. If the dispute is not resolved informally  
15 within 30 days, the dispute may be elevated to the Water Board Executive  
16 Officer and the Foundation President by submitting a written memorandum to  
17 them describing the dispute. The Executive Officer and Foundation President  
18 will consult with the CCAMP Program Director and other appropriate parties and  
19 attempt to resolve the dispute. Within 15 days of receiving the memorandum  
20 describing the dispute, the Executive Officer and Foundation President shall  
21 either make a decision or determine that they cannot agree to a resolution. If the  
22 Executive Officer and the Foundation President cannot resolve the dispute, the  
23 Executive Officer or Foundation President may request the Water Board to  
24 consider the dispute at a regularly scheduled public meeting. If the Foundation  
25 disagrees with the Water Board's determination, or if the Water Board declines  
26 the request to consider the matter, then the dispute shall proceed to mediation  
27 upon the demand of either Party. Written notice of the demand for mediation  
28 shall be made within a reasonable time after completion of the dispute resolution  
29 process specified in this Agreement. The mediation shall take place in San Luis  
30 Obispo County, California, at a time and place selected by the mediator and the  
31 parties. Unless the Water Board and the Foundation agree otherwise in writing,  
32 mediation fees, if any, shall be paid by the party demanding mediation. The  
33 mediator shall be a person or persons mutually acceptable to the Water Board  
34 and the Foundation. If the parties cannot agree on a mediator, each party shall  
35 select one mediator and those two mediators shall select a third mediator.  
36 CCAMP Funds shall not be used to pay legal fees and costs incurred. The  
37 mediation provisions set forth herein do not apply to any matter which is under  
38 the jurisdiction of a bankruptcy court or that is under the jurisdiction of, or could  
39 be filed in, a small claims court.  
40  
41  
42

43 16. **Termination and Reversionary Interest:**  
44

- 45 a. If for any reason the Foundation is no longer willing or able to carry out  
46 the terms and conditions of this Agreement, the Foundation shall so  
47 notify the Water Board in writing. Within thirty days after providing the  
48 notice, the Foundation shall transfer all remaining CCAMP Funds or  
49 other assets to National Fish and Wildlife Foundation or any successor  
50 trustee of the Guadalupe Oil Field Settlement Water Quality Projects  
51 Trust. The Foundation may withhold its administrative expenses allowed  
52 under the terms of this Agreement and accrued to the date of termination,

1 but shall not treat the transfer of remaining funds as a disbursement for  
2 purposes of calculating administrative costs.  
3

4 b. The Water Board Executive Officer may terminate this Agreement at any  
5 time for any reason by giving thirty (30) days written notice to the  
6 Foundation. Within thirty (30) days of receiving such notice, the  
7 Foundation shall transfer all remaining CCAMP Funds or other assets to  
8 National Fish and Wildlife Foundation or any successor trustee of the  
9 Guadalupe Oil Field Settlement Water Quality Projects Trust as specified  
10 by the Water Board in the notice of termination. The Foundation may  
11 withhold its administrative expenses allowed under the terms of this  
12 Agreement and accrued to the date of termination, but shall not treat the  
13 transfer of remaining Funds as a disbursement for purposes of calculating  
14 administrative costs. The Foundation shall be entitled to an  
15 administrative fee of \$ 6,000 for executing the transfer and providing a  
16 final accounting of Funds. Upon receipt of notice of termination, and  
17 except as otherwise directed in the notice, the Foundation shall:  
18

- 19 • Stop work on the date specified in the notice;
- 20
- 21 • Place no further orders or enter into any further subcontracts for  
22 materials, services or facilities except as necessary to complete work  
23 under the Agreement up to effective date of termination;  
24
- 25 • Terminate all orders and subcontracts;
- 26
- 27 • Promptly take all other reasonable and feasible steps to minimize any  
28 additional cost, loss, or expenditure associated with work terminated,  
29 including, but not limited to reasonable settlement of all outstanding  
30 liability and claims arising out of termination of orders and subcontracts;  
31
- 32 • Deliver or make available to the Water Board all data, drawings,  
33 specifications, reports, estimates, summaries, and such other information  
34 and material as may have been accumulated by the Foundation under this  
35 Agreement, whether completed, partially completed, or in progress.  
36

37 c. In the event of the dissolution of Water Board, the term "Water Board"  
38 shall refer to the unit of California state government that assumes the  
39 functions of the Water Board. In the event of the dissolution of the  
40 Water Board without a transfer of functions to another unit of California  
41 state government, or in the event the Water Board shall no longer be a  
42 unit of California state government or an organization described in  
43 section 170(c) of the Internal Revenue Code of 1954, as amended, the  
44 Foundation shall thereafter continue to hold the CCAMP Funds and shall  
45 distribute the income there from to such organizations as in the opinion  
46 of the Board of Directors of the Foundation most nearly serve the  
47 purposes and objectives of this Agreement.  
48

49 **17. Indemnity and Liability:**  
50

51 a. In making the grant to the Foundation and monitoring performance under  
52 this Agreement, Water Board assumes no liability for injuries or loss to  
53 persons or property resulting from the Foundation's activities.

- b. In conducting its activities relating to this Agreement, the Foundation agrees to conduct such activities in compliance with applicable federal, state, and local laws, regulations and ordinances and to obtain and maintain appropriate insurance against liability for injury to persons or property arising from its activities.
- c. The Foundation shall, indemnify and hold harmless Water Board, its board members, officers, directors, agents, and employees from claims, injuries, losses, damages, liabilities, including damage or injury to persons and property and reasonable expenses including reasonable legal fees, to the extent caused by negligent acts or willful misconduct by employees or agents of the Foundation. This indemnification will survive termination of this Agreement.
- d. Water Board shall indemnify and hold harmless the Foundation, its board members, officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, but only to the extent caused by negligent acts or willful misconduct by employees of the Water Board. This indemnification will survive termination of this Agreement.
- d. Except as otherwise provided in this Agreement, the Foundation expressly waives any and all rights to any type of express or implied indemnity or right of contribution from the State of California and the United States, their officers, agents or employees, for any liability resulting from or growing out of, or in any way connected with or incident to this Agreement.
18. **Third Parties:** Nothing in this Agreement is intended to create in the public, any member of the public, or any public entity rights as a third party beneficiary under this Agreement.
19. **Permits, Fees and Notices:** The Foundation shall procure all permits and licenses necessary to accomplish work funded under this Agreement. The Foundation shall pay all charges and fees with CCAMP Funds, and give all notices necessary and incident to the due and lawful prosecution of the work. The Water Board may, but is not required to, elect to procure necessary permits or licenses or give notices in lieu of the Foundation.
20. **Insurance and Bonds:**
- a. The Foundation is solely responsible for maintaining insurance policies to cover insurance that may be required by law in the jurisdiction where the activities funded under the terms of this Agreement are being implemented.
- b. Upon request, the Foundation shall furnish to Water Board copies of insurance certificates evidencing its present level of insurance coverage for: Worker's Compensation and other coverage the Foundation has

secured in fulfillment of its responsibilities under the terms of this Agreement. The certificates shall specify the dates when such insurance expires and shall provide further that the Foundation and Water Board shall be given not less than thirty (30) days notice before cancellation of or any material change in such insurance. The Foundation shall maintain such insurance coverage throughout the term of this Agreement.

21. **Foundation Acting Independently:** The Foundation, and the employees or agents of the Foundation, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Water Board, or the State of California.
22. **Audits and Access to Records:**
- a. The Foundation shall maintain standard financial accounts, documents and records relating to implementation of CCAMP activities funded under this Agreement. The Foundation may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.
  - b. The Water Board, and federal and state government auditors or their duly authorized representatives shall have access to any books, documents, papers, and records of the Foundation which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
  - c. The Foundation shall include in each of its subcontracts involving an expenditure of funds under this Agreement in excess of twenty five thousand dollars (\$25,000) a provision which requires the subcontractor to make all records directly pertinent to the subcontract available for examination and audit under the same terms as specified in subparagraph a., of this paragraph. The subcontract shall also require subcontractor to maintain all required records for three (3) years after final payment under the subcontract and all pending matters are resolved.
23. **Rights to Data and Other Information:** The Foundation agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement are subject to the rights of the Foundation and Water Board as set forth in this Paragraph 23. Both the Foundation and Water Board shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable or patentable, the Foundation may copyright or patent the same, except that, as to any work which is so protected by the Foundation, the Water Board reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, provide to the public and use such work, or any part thereof.
24. **Agreement Not Assignable:** Without mutual written agreement of the Water Board and the Foundation this Agreement is not assignable in whole or in part.
25. **Review and Comments:** The Foundation agrees that Water Board has the right to review and comment on any and all activities undertaken by the Foundation in



1 connection with this Agreement, however, the Water Board shall not control or  
2 direct the mode or manner in which any employee, contractor or agent of the  
3 Foundation performs his or her duties.  
4

5 26. **Lobbying:** The Foundation is prohibited from using funds held in the  
6 endowment for lobbying the executive or legislative branches of the state or  
7 federal government.  
8

9 27. **Applicable Law and Jurisdiction:** This Agreement has been executed and  
10 delivered in the State of California and shall be subject to and interpreted by the  
11 laws of the State of California, without regard to choice of law principles. By  
12 entering into this Agreement, the Water Board and Foundation agree to submit to  
13 the jurisdiction of the courts of the State of California.  
14

15 28. **Entire Agreement:** This Agreement constitutes the entire understanding  
16 between the parties and supersedes all prior agreements and understandings,  
17 whether written or oral, between the parties.  
18

19 29. **No Waiver of Enforcement:** The failure of the Water Board, or the Foundation  
20 to enforce, or the delay by the Water Board or the Foundation in enforcing, any  
21 of the terms and conditions of this Agreement shall not be deemed a continuing  
22 waiver or a modification of this Agreement unless the waiver or modification is  
23 expressly written and signed by the Foundation and Water Board.  
24

25 30. **Nondiscrimination:** During the performance of this Agreement, the Foundation  
26 and its subcontractors shall not unlawfully discriminate, harass or allow  
27 harassment, against any employee or applicant for employment because of sex,  
28 race, color, ancestry, religious creed, national origin, disability (including HIV  
29 and AIDS), medical condition (cancer), age, marital status, denial of family and  
30 medical care leave and denial of pregnancy disability leave. The Foundation and  
31 its subcontractors shall comply with the provisions of the Fair Employment and  
32 Housing Act (California Government Code, Section 12900 et seq.) and the  
33 applicable regulations promulgated thereunder. (California Code of Regulations,  
34 Title 2, Section 7285.0 et seq.)  
35

36 31. **Current State Employees:** No officer or employee of the State of California  
37 shall engage in any employment, activity, or enterprise from which the officer or  
38 employee receives compensation or has a financial interest and which is  
39 sponsored or funded by any California state agency, unless the employment,  
40 activity or enterprise is required as a condition of regular state employment.  
41

42 32. **Former State Employees:** For the two-year period from the date he or she left  
43 state employment, no former California state officer or employee may enter into  
44 a contract in which he or she engaged in any of the negotiations, transactions,  
45 planning, arrangements, or any part of the decision-making process relevant to  
46 the contract while employed in any capacity by any state agency.  
47

48 33. **Attorneys Fees:** Except as explicitly provided in this Agreement to the contrary,  
49 each party shall bear its own attorneys fees and costs in any dispute or legal  
50 action related to this Agreement.  
51

1 **Certification of Signatories:** The people signing this Agreement certify that they are authorized  
2 by the entity they represent to sign this Agreement and to bind the entity they represent to the  
3 terms of this Agreement.  
4  
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8 \_\_\_\_\_

9 Bay Foundation of Morro Bay  
10 Joel Neel, President

\_\_\_\_\_ 4/9/08 \_\_\_\_\_ Date

11   
12 \_\_\_\_\_

13 Central Coast Water Board  
14 Roger Briggs, Executive Officer  
15  
16

\_\_\_\_\_ 4-7-08 \_\_\_\_\_ Date

**Central Coast Ambient Monitoring Program Performance Report**  
**Fiscal Year 2011-12**

Measure	Initial Target	FY 11-12 Target / Result
Number of Sampling Sites Visited	541	Met Target: 807 Result: 1004
Number of Analyses Conducted	1491	Met Target: 2338 Result: 2344
Number of combinations added/removed from 303(d) list	509 added/36 removed in 09/10	Not applicable this year
CCAMP data is delivered to CEDEN	Annually	Met Delivered all data collected since program inception. Data delivery to CEDEN now being conducted on a quarterly basis.
Turn-around time between CCAMP data delivery and CCAMP website update (including quality checking and entry into staging database)	decreases until it reaches a goal of 30 days	Not met Software upgrades have been completed to allow routine updating of data to the website directly from the database. However, this capacity has not been available until late in the fiscal year and has not been done routinely. However, data on the website is currently updated through 6/2012.
Vision metrics, using data from multiple sources including CCAMP, are updated	annually	Not met, but in progress Vision metric development was delayed for two years because of priority work related to development of agriculture and stormwater program monitoring plans. However, that work is now underway as part of the regional assessment and a draft version should be completed by the end of the fiscal year.
CCAMP web site hits	Increase over established baseline: 132 daily "hits" 21.0 MB average daily data transfer	Met 197 daily "hits"; 30.7 MB average daily data transfer
303(d)/305(b) data from external sources is delivered in SWAMP comparable format via the SWAMP Data Upload and Checking System	80% of data	Met Greater than 90% of data delivered to the 2012 listing process was done via CalDUCs data checker
CCAMP data is referenced	Stable or	Met

in TMDL Project Plans, Ag Watershed Plans, and other internal water quality planning documents	increasing trend	52% of responders (17 people) used CCAMP data in 43 documents in 10-11, including 9 TMDL Project Plans. In 11-12, 62% of responders (16 of 26 people) have used CCAMP data in planning documents. At least 32 planning or other formal documents and 18 letters or other informal correspondence cited CCAMP data.
Staff use CCAMP data to inform decision-making	At least 20	Met 15 staff (58% of survey responders) have used CCAMP data and staff to inform decisions, and 18 staff (69% of responders) have used the CCAMP website this year.
R3 staff are aware of Regional water quality issues, including most impaired reaches and trends of concern	Increasing trend	Not Met 14 (54%) of responders were aware and 6 (23%) were “mostly” aware of Regional surface water issues. The relatively high number of qualified answers suggests a short course on water quality conditions in the Region is warranted this year. A workshop on the regional assessment report will help address this.